

**RFP-RC-2024-049**

**REQUEST FOR PROPOSALS**

**for**

**Management Services and Capital Improvements at the  
Advanced Wastewater Treatment Plant in Hillburn, NY**

**Issued by:**

**ROCKLAND COUNTY SEWER DISTRICT NO. 1  
ROCKLAND COUNTY, NEW YORK**

**Dated: September 2024**

**NOTICE TO BIDDERS**

**The Proposal Bond in the form and amount specified in  
specification section 3.1 must be delivered to:**

**Rockland County Purchasing Division at 50 Sanatorium  
Road, Building A, 6th Floor, Pomona, NY 10970**

**The Proposal Bond must be delivered before the scheduled  
due date and time. Failure to submit the Proposal Bond in  
a timely manner will result in your proposal being deemed  
non-responsive and removed from consideration for award.**

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## LIST OF PROPOSAL FORMS

### Business Proposal Forms

BPF-1	Addenda Acknowledgment
BPF-2	Certificate of Authorization
BPF-3	Statement of Required Disclosures
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	b. Disclosure of Political Contributions Pursuant to Chapter 323 of the Rockland County Code
	c. Disclosure of Supplier Responsibility Statement
	d. Affirmative Action Plan Certification
	e. Business Dealings in Northern Ireland
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	h. Acknowledgement of Insurance Requirements
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BPF-7	Insurance Company Letter of Intent
BPF-8	Participating Firms
BPF-9	Exceptions to the Service Contract
BPF-10	FOIL Acknowledgement Form
BPF-11	Disclaimer Statement
BPF-12	Past and Present Performance Information Form for a minimum of three references
BPF-13	Qualifications Form
BPF-14	Certification of Apprenticeship Training Compliance

## Technical Proposal Form for ICIs

### Price Proposal Forms (to be uploaded to Bonfire Portal as a separate file)

#### *Management Services*

Price Proposal Form P-1	Fixed Fee for Transition Services and Annual Service Fee
Price Proposal Form P-2	Loading and Flow Adjustments of Service Fee
Price Proposal Form P-3	Guaranteed Maximum Utility Usage
Price Proposal Form P-4	Year One Installation Costs for Excluded Items

#### *ICIs*

Price Proposal Forms for Architectural ICIs	Fixed Design-Build Price Per ICI
Price Proposal Forms for Structural ICIs	Fixed Design-Build Price Per ICI
Price Proposal Forms for Process ICIs	Fixed Design-Build Price Per ICI
Price Proposal Forms for HVAC ICIs	Fixed Design-Build Price Per ICI
Price Proposal Forms for Electrical ICIs	Fixed Design-Build Price Per ICI
Price Proposal Forms for Automation-Controls ICIs	Fixed Design-Build Price Per ICI

#### Reference Documents

1. SPDES Permit
2. Special Legislation
3. Intermunicipal Sludge Management Agreement

## **I. INTRODUCTION AND SCOPE OF SERVICES**

### **1.1 Purpose**

Through the issuance of this Request for Proposals (“RFP”), the Rockland County Sewer District No. 1 (the “District”) and the County of Rockland (the “County”) are hereby soliciting competitive, sealed Proposals from private entities (the “Proposers”) to manage the operation, maintenance, repair and replacement services (the “Management Services”), and to design and build the Initial Capital Improvements (“ICIs”) identified herein at the Advanced Wastewater Treatment Plant located at 137 State Hwy 17 in Hillburn, New York (the “AWTP” or “Plant”).

The District and County will enter into a service contract with the Proposer selected through this procurement, commencing July 1, 2025, for an initial term of 10 years, with two optional 5-year renewals pursuant (the “Service Contract”). The current service contract with the incumbent management company does not expire until December 31, 2025, however the selected Proposer will commence services on July 1, 2025, to allow for a Transition Period with the incumbent.

### **1.2 Background**

The District was formed in 1963 and is governed by a 10-member Board of Commissioners serving at the pleasure of the County Legislature. The District has two wastewater treatment facilities, including the 1.5 MGD AWTP located in Hillburn, New York, which is the subject of this RFP, and a wastewater treatment facility in Orangeburg, New York. The AWTP can be monitored and partially operated remotely through the Plant’s SCADA system. The District primarily services the Towns of Ramapo and Clarkstown and several parcels in the Town of Orangetown. The District operates and maintains the major interceptors and pumping stations in the system and all sewers within the Villages of Spring Valley, New Square, Hillburn, and Sloatsburg. The Towns of Ramapo and Clarkstown maintain most of the 8" diameter sewers.

The AWTP that is the subject of this RFP was operational in 2010, pursuant to a design-build-operate procurement conducted by the District in accordance with the Special Legislation. The Special Legislation required that the private entity that built the AWTP could only operate, maintain, and repair the AWTP for five years, at which time the operations, maintenance and repairs were required to be performed by County employees. After the initial five years and since that time, County employees have provided operations, maintenance and repairs, and the private party has provided management services at the AWTP. This RFP is for a 10-year

agreement, with two 5-year renewals, to provide those “Management Services”, as further discussed herein.

### **1.3 Scope of Services**

The selected Proposer will be responsible for providing the Management Services, which are further detailed in the Service Contract, and include, but are not limited to the following:

1. operating and maintaining the Plant on a 24-hour per day, 7-day per week basis to comply with all Governmental Approvals and to meet the Performance Guarantees;
2. providing and updating an Operation and Maintenance Manual and computerized maintenance management system (“CMMS”) for the Plant, that includes a maintenance, repair and replacement plan;
3. staffing the Plant with two (2) Company employees (one of which will need a Grade 4A and one will need a Grade 3A Certification issued by the State). The District will staff the Plant with four (4) public employees. The District will have ultimate managerial control over the public employees; however, with respect to Plant maintenance and Plant operations, the selected Proposer will instruct and direct the public employees. The selected Proposer will be responsible for training the public employees. If the District is unable to fill any of its four positions, the District may coordinate with the selected Proposer to have the selected Proposer staff the open position(s). The District is solely responsible for the salary, benefits, and other compensation for work performed by District employees;
4. all normal, ordinary and major maintenance, repair and replacement of the machinery, equipment, structures, improvements and all other property constituting the Plant, excluding Excluded Items and Capital Modifications (as set forth in the Service Contract, the District will pay the materials costs and the selected Company will pay the installation costs for “Excluded Items”, which include, the micro-filtration membrane replacement, biofilter media exchange, and carbon media; and Proposers are required to include a proposed cost to install each of the Excluded Items if they were required to be installed in the first year of the Service Contract, and the District will apply the CPI (as defined herein) to the installation cost each year during the term of the Service Contract until the Excluded Items need to be replaced, if at all during the Term);



5. maintaining an inventory of spare parts;
6. safety and security at the Plant and repair and maintenance of the Site;
7. sampling, laboratory, testing and analyses, and quality assurance and quality control; and
8. all filings, applications and reports necessary to obtain and maintain all Governmental Approvals required in order to operate the Plant.

In addition to the Management Services, the selected Proposer will design and build the ICIs that are set forth in Schedule J hereto (the “ICI Design-Build Work”). Proposers are advised that the State requires minimum wage standards for municipal construction projects as set forth in Articles 8 and 9 of the New York Labor Law. A prevailing wage schedule for this Project will be issued to Proposers via addendum.

All such Management Services and ICI Design-Build Work constitute the Contract Services as referred to in this RFP. The Contract Services are set forth in detail in the Service Contract to be executed between the District, the County, and the selected Proposer, which is attached hereto as Schedule D. The provisions of the Service Contract will not include the lease, sale or any other transfer, disposition or real estate conveyance of the Plant, or any part thereof, to the selected Proposer. All Subcontractors shall adhere to all County licensing requirements, to the extent such requirements are applicable to such Subcontractors.

#### **1.4 Available Information**

Upon request, the District may provide Proposers access to information that it has available to assist in preparation of Proposals, such as: (i) construction documents of existing conditions; (ii) existing equipment shop drawings; and (iii) operating and maintenance reports.

#### **1.5 Procedure and Contract Award**

The procurement process will be conducted by the District in accordance with the requirements of the Chapter 665 of the Session Laws of the State of New York (the “Special Legislation”) (which is provided as Reference Document 3), and all other Applicable Law. Proposers should carefully review this document, which constitutes the formal RFP for the services sought by the District, to ensure a clear understanding of the District’s needs, objectives, and scope of services requested herein. In accordance with the Special Legislation, Sections 101 and 103 of

the General Municipal Law are not applicable to this Project, and therefore separate contracts are not required.

Pursuant to the Special Legislation, in selecting a Proposal, the Evaluation Committee will choose the Proposal that is the most responsive to the District's RFP, and is in the best interest of the District, with the overall cost of the proposal being a major criterion in the selection, but not the sole criterion. As required by the Special Legislation, the District may only enter into the Service Contract after performing a cost/benefit review of the efficacy of the transaction.

## **1.6 Definitions**

All capitalized terms used in this RFP refer to the words and phrases defined in the Service Contract (the "Defined Terms"). The Defined Terms may be revised and expanded before the Service Contract is final.

## **II. PROPOSAL SUBMITTAL PROCEDURES**

Proposals must be submitted electronically through the County's Bonfire Request for Proposal Portal. Please refer to the instructions titled: Proposal Submittal Procedures for instructions on submitting your proposal electronically and refer to the procurement schedule below for relevant deadlines for this procurement.

When submitting (uploading) a proposal electronically through the County's Bonfire Portal, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the procurement schedule below. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system.

By submitting a proposal in response to this RFP, Proposer is acknowledging that the requirements, scope of work, and the evaluation process, outlined in the RFP are fair, equitable, not unduly restrictive, understood and agreed to. Any exceptions to the content of the RFP must be presented to the District in writing prior to the Proposal Submission Date by upload to the Bonfire Portal as a separate file. The submission of a Proposal in response to this RFP shall be considered a representation that the Proposer has carefully inspected all conditions which affect or may, at some future date, affect the performance covered by the Proposal, and that the Proposer is fully informed concerning the District's operations and the conditions to be encountered, and the character, quality, and quantity of the Contract Services to be performed.

Proposals must be received by the Proposal Submission Date and time. Proposals

received after the deadline will be late and ineligible for consideration. Price Proposal Forms must be uploaded as a separate file to the Bonfire Portal, and a redacted version of the Proposal must also be uploaded separately, if necessary, in accordance with Section 3.15 hereof.

### **III. PROCUREMENT PROCESS**

This Article describes the procurement process for this RFP, which as noted above is conducted in accordance with the Special Legislation.

#### **3.1 Proposal Bond -**

Each Proposal must be accompanied by a Proposal Bond or certified check payable to the order of the District, in the amount of 5% of the proposed Annual Service Fee for Influent Parameter Group 4 as indicated on the **Price Proposal Form P-1**. The Proposal Bond must be in the form attached hereto as Schedule F and provide that prior to the expiration or termination of the Proposal Bond, the Proposer shall (1) if so requested by the District, negotiate an agreement with the District, and (2) enter into the Service Contract if the Proposer's Proposal is so selected by the District; and (3) furnish properly executed security for the Service Contract. If the Contractor fails to comply with the above, the surety will pay to the District, as liquidated damages, the full amount of the Proposal Bond or, as applicable, the certified check shall become the property of the District and be deposited in the District's accounts.

Any Proposal Bond must be valid for at least 180 days from the Proposal Submission Date. If the Service Contract has not been executed prior to the expiration of the Proposal Bond, the District may require the renewal of the Proposal Bond for an additional 180 days. No Proposal will be considered, unless it is accompanied by the required certified check or Proposal Bond. The form of the Proposal Bond which must be submitted is set forth in Schedule F.

The certified check or Proposal Bond submitted by Proposers will be returned within ten (10) business days after the earliest to occur of (1) the rejection of the Proposal of such Proposer by the District, and (2) the execution of the Service Contract by and between the District and the selected Proposer.

#### **3.2 Procurement Schedule**

The following table sets forth the proposed timetable for the procurement of the Contract Services described in this RFP. The District reserves the right to modify this schedule, as it deems necessary, in its sole discretion, for the successful implementation of this procurement. Any and all modifications to the schedule set forth below shall only be made by formal, written

addendum to this RFP. Proposers agree to be bound by any modifications to the schedule made by the District.

<b>Activity</b>	<b>Date</b>
Pre-Proposal conference and tour	October 1, 2024 at 10 AM ET
Deadline for submission of questions	November 8, 2024 by 3 PM ET
Proposal Submission Date	December 12, 2024 by 3 PM ET
Proposal evaluation period	January – February 2025
Contract negotiations	March 2025
Contract award	June 2025

### **3.3 Pre-Proposal Conference and Tour**

There will be a Pre-Proposal conference at the Plant located at 137 Route 17, Hillburn, NY, to tour the Plant and discuss the RFP requirements on the date and time set forth in Section 3.2.

### **3.4 Accuracy of RFP and Related Documents**

The District assumes no responsibility for the completeness or the accuracy of any information presented in this RFP, or otherwise distributed or made available during this procurement process. Without limiting the generality of the foregoing, the District will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those prepared in writing. In no event may a Proposer to this RFP rely on any oral statement made by the District or any of the District's agents, employees, advisors or consultants.

Should a Proposer find discrepancies in, or omissions from, this RFP and related documents, the Proposer shall immediately notify the District, in writing, and a written addendum, if necessary, will be made available to each Proposer. Every Proposer requesting an interpretation of this RFP will be responsible for delivering such requests to the District in writing to the District's Representative.

### **3.5 Personal Investigation**

Proposers are solely responsible for conducting their own independent research and

due diligence for their preparation of the Proposals and the subsequent delivery of services under the Service Contract. No information derived from any part of this RFP, or from the District or any of its agents, employees, advisors or consultants, shall relieve the Company from any risk or from fulfilling all terms and conditions of the Service Contract.

### **3.6 Reservation of Rights**

This RFP constitutes an invitation to Proposers to submit Proposals to the District. This section describes the District's reservation of rights for this procurement. By responding to this RFP, Proposers acknowledge and consent to the following relative to the procurement process and the selection of a Proposer. Without limitation, the District reserves and holds and may exercise, at its sole discretion, the following rights and options:

1. This RFP does not obligate the District to procure or contract for any services whatsoever, nor does it obligate the District to procure the Contract Services.
2. All costs incurred by Proposers in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations entered into in connection with the Service Contract will be borne by the Proposers.
3. All Proposals become the property of the District and will not be returned.
4. All activities related to this RFP and the performance under the Service Contract shall be subject to Applicable Law.
5. The District has the right to select the Proposal that is the most responsive to the District's RFP, and is in the best interest of the District, with the overall cost of the proposal being a major criterion in the selection, but not the sole criterion. The District is not required to accept the lowest cost Proposal.
6. The District may reject and return unopened any responses not received by the Proposal Submission Date or may extend the Proposal Submission Date and modify other schedule dates.
7. The District reserves the right to issue additional or subsequent solicitations for Proposals.
8. The District reserves the right to require additional information from one or more

Proposers to supplement or clarify the Proposals submitted.

9. The District reserves the right to conduct investigations with respect to the qualifications and experience of each Proposer (and any proposed Subcontractors) and to request additional evidence to support the information included in any response to the RFP.

10. The District reserves the right to contact references and parties knowledgeable of the Proposer and its performance.

11. The District reserves the right to visit and examine any of the facilities referenced in the Proposal and others owned, operated, and/or built by the Proposer to observe and inspect the operations at such facilities.

12. The District reserves the right to waive any immaterial irregularities or technicalities in any Proposal received, in accordance with Applicable Law.

13. The District reserves the right to eliminate any Proposer that submits incomplete or inadequate responses or a Proposal that is deemed to be not responsive to the requirements of this RFP.

14. The District reserves the right to, for any reason and without prior notice, supplement, amend or otherwise modify this RFP, including the scope of services, and to prepare and issue such supplements, amendments and/or addenda to this RFP prior to the Proposal Submission Date.

15. The District has the right to cancel this RFP without issuing another RFP.

16. The District reserves the right to receive questions concerning this RFP from Proposers and to provide such questions, and the District's responses, to all Proposers.

17. The District reserves the right to reject and/or accept, for any reason, any or all Proposals and components thereof in whole or in part, and to eliminate any and all proposers responding to this RFP from further consideration for this procurement.

18. The District reserves the right to determine that any or all Proposers will not be selected for further consideration and to notify such proposers of the District's determination.

19. The District reserves the right to conduct clarification discussions, at any time

following the submission of proposals, with one or more Proposers, and request additional information relating thereto.

20. The District reserves the right to the extent deemed appropriate by the District, the District may select and enter into discussions and to conduct simultaneous negotiations with two or more of the Proposer(s) submitting Proposals.

21. The District, in its sole discretion, has the right to discontinue negotiations with any selected Proposer at any time prior to the execution of the Service Contract.

22. The District reserves the right to take any action affecting the RFP procurement process, subject to this RFP, that would be in the best interest of the District.

23. The District reserves the right to require the Proposers to send representatives to its offices for interviews and presentations.

24. The District reserves the right to designate, at any time, one (1) or more Proposers with whom it may select to have a full evaluation of their Proposal(s).

25. The District reserves the right to waive any mandatory pre-proposal conference, Site visit or meeting on a case-by-case basis.

26. The District reserves the right to enter into agreements for only portions (or not to enter into agreements for any) of the services solicited in this RFP with one or more of the Proposers based upon the District's judgment of the best single Proposal or combination of Proposals to address the District's objectives.

27. Neither the District, its staff, its representatives, nor any of its consultants will be liable for any claims or damages resulting from the solicitation, collection, review or evaluation of responses to this RFP.

28. Notwithstanding any other provision set forth herein, no contract, agreement, bid or proposal awarded by the District shall be binding and valid until fully executed by the parties.

29. By submitting a Proposal, and thereby acknowledging and accepting the terms and conditions of this RFP, the Proposer waives its right to sue the District in the event that the District does not select the Proposer.

### **3.7 Proposal Forms**

Each Proposer must fill out all of the forms completely for each Participating Firm, as applicable. Proposers must not leave any spaces blank, and use “N/A” to specify any items set forth in the Proposal Forms which are not applicable to a Proposer. It should be noted, however, that the failure to fully complete all applicable Proposal Forms by incorrectly providing that certain Proposal Forms (or portions thereof) are not applicable to a Proposer may result in a determination by the District that the Proposal is not responsive. To provide additional information, the Proposer should use separate sheets of paper following the Proposal Form format. To the extent the Proposal Forms submitted as part of a Proposal have been altered or modified compared to the way they appear in this RFP, the Proposer must indicate where the Proposal Form has been altered or modified and include a “blacklined” copy of such Proposal Form in the Proposal. The Proposal Forms must be signed by a representative of the Proposer who is empowered to sign such material and to commit the Proposer to the obligations contained in the Proposal. The Certificate of Authorization (Business Proposal Form 2) attesting to such authorization must also be submitted with the Proposal.

### **3.8 Expense of Proposal Preparation**

Each Proposal and preparation of all information required pursuant to this RFP shall be prepared at the sole cost and expense of the Proposer. In addition, the Proposer shall be solely responsible for all of its own costs (including engineering and legal costs) incurred in connection with the evaluation and selection process undertaken in connection with this procurement and any negotiations entered into in connection with the Service Contract. There shall be no claims whatsoever against the District, its staff, or its consultants or agents for reimbursement of the costs or expenses (including engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or contract negotiations.

### **3.9 Information Requests and Questions Concerning this RFP**

Following issuance of this RFP, the Proposers may submit written questions to the District to assist the Proposers in the preparation of their Proposals. The District may, but shall not be obligated to, respond to such questions. All responses to these questions and requests for additional information which the District determines to be deserving of response will be issued to all potential Proposers of record in the form of addenda to this RFP. The last day for submission of written questions is November 8, 2024 by 3 PM ET.



No oral interpretation, instruction, or information concerning this RFP given by any agent, employee, advisor, or consultant of the District shall be binding on the District. Proposers relying on such oral information risk having their response to this RFP deemed unresponsive by the District. The District will not be responsible for any explanation or interpretation of this RFP, unless such explanation or interpretation of this RFP is given in accordance with this written procedure.

All inquiries, correspondence, questions or clarifications shall be directed to the “District’s Representative” listed below. The solicitation number for this RFP must be included in the subject line of all email communications to the District’s Representative:

Paul J. Brennan, FNIGP, NIGP-CPP, CPPO  
Director of Purchasing  
Department of General Services – Purchasing Division  
50 Sanatorium Road, Building A, 6<sup>th</sup> floor  
Pomona, NY 10970  
Email: [purchasing@co.rockland.ny.us](mailto:purchasing@co.rockland.ny.us)

### **3.10 No Contact with District Officials or Employees**

In order to ensure fairness during the procurement process as of the date this RFP is released to the public and throughout the procurement process and Service Contract negotiations, Proposers or their employees, representatives or agents shall not contact a District Board of Commissioners member or any County elected official.

If a Proposer or its employee, representative or agent contacts a District Board of Commissioners member or any County elected official in relation to this RFP such Proposer risks either being disqualified to submit a Proposal in response to this RFP or having its Proposal rejected by the District.

### **3.11 Addenda or Amendments to this RFP**

During the period provided for preparation of Proposals, the District may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to all who are registered with the District as having received a copy of this RFP. These addenda will be issued by, or on behalf of, the District and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of all addenda at the time of submission of its Proposal by submitting an executed addenda acknowledgment included as Business Proposal Form 1 to this RFP. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

### **3.12 Site Access and Investigation**

The District recognizes that Proposers may need access to the Site during the Proposal preparation period. Proposers may schedule an individual visit to the Site by contacting the District's Representative. All Proposers that visit the Site shall comply with the Site Visit Protocol set forth in Schedule A. No such individual Site visit shall be scheduled prior to the date of the pre-Proposal conference and Site tour.

### **3.13 Inspection of Proposals**

The Proposals will not be made available for public inspection until the Service Contract has been executed.

### **3.14 No District Liability**

Neither the District, its staff, its representatives, nor any of its consultants will be liable for any claims or damages resulting from the solicitation, collection, review or evaluation of responses to this RFP.

### **3.15 Proprietary Information**

All Proposals are the property of the District and will not be returned. Proposals submitted in response to this RFP may contain Protected Information, such as technical, financial, or other data of which public disclosure may cause injury to the Proposer's competitive position or constitute a trade secret ("Protected Information"). To protect the Proposer from release of this sensitive information under the New York State Freedom of Information Law, Public Officers Law, Article 6, Sections 84-90, the Proposer must include all Protected Information in a separate section of the Proposal that is uploaded separately. Do not incorporate Protected Information throughout the Proposal. Rather, provide a reference in the Proposal directing the reader to the specific area of this Protected Information section. If applicable, a redacted version of your Proposal eliminating trade secrets/confidential information is to be uploaded with your submission. The redacted response will be the one given for any Freedom of Information requests. If you do not provide a redacted response, the response you provided will be sent for any FOIL requests.

Proposers must also complete Proposal Form 10 "FOIL Acknowledgement Form." The District does not assume any responsibility for disclosure or use of Protected Information for any purpose.

By submitting a Proposal, any Proposer not selected relinquishes any claim or right to be compensated for or to object to the use of ideas, approaches, concepts, designs or other elements of its Proposal which may be included in the Service Contract executed with the Selected Proposer.

### **3.16 Modification of Proposals**

Before opening the Proposals, a Proposer may correct or modify the Proposal in the Bonfire Portal. After opening of the Proposals, the District may waive minor informalities or allow the Proposer to correct such informalities. If a mistake is clearly evident on the face of the Proposal, the District shall correct the mistake and so notify the Proposer in writing, and the Proposer may not withdraw the Proposal. A Proposer may withdraw a Proposal if a mistake is clearly evident on the face of the Proposal but the intended correction is not similarly evident.

### **3.17 Prior Information**

The District considers any information which it may have released either orally or in writing prior to the issuance of this RFP to be preliminary in nature and the District shall not be bound by such information.

### **3.18 Oral Presentations**

After the Proposal Submission Date, the District may require Proposers or their representations to make oral presentations to or attend interviews with representatives of the District.

### **3.19 Termination of Negotiations**

The District in its sole discretion may, at any time, exclude a Proposer from further participation in the negotiation process if it determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal provide less value than those of the next Proposal. The District will give written notice of its decision to the Proposer which shall be sent in writing.

A Proposer who fails to negotiate a Service Contract in good faith with the District shall forfeit its Proposal Bond to the District. The Proposal Bond requirements are set forth in Section 3.1.

### **3.20 Withdrawal From Procurement Process**

A Proposer may withdraw a Proposal prior to the Proposal Submission Date through the Bonfire Portal.

## **IV. LEGAL FRAMEWORK AND BUSINESS STRUCTURE**

### **4.1 Service Contract**

Schedule D includes the Service Contract which sets forth the terms and conditions pertaining to the Management Services and the ICI Design-Build Work. The Service Contract is the definitive statement of the mutual responsibilities and liabilities of the District and the selected Proposer. The Service Contract includes appendices that will be modified to include the details of the selected Proposers' Proposal, as applicable. Proposers are required to submit a mark-up of the Service Contract with its Proposal in accordance with subsection 5.6.2.

### **4.2 Performance Guarantees**

The Service Contract sets forth the Performance Guarantees for the Plant and the applicable liquidated damages the Company shall be responsible for paying due to its failure to meet the Performance Guarantees. The Company shall manage the Plant to ensure that it meets the Performance Guarantees. Except to the extent excused due to Uncontrollable Circumstances, if, at any time, the Performance Guarantees are not met, the Company will be subject to liquidated damages or termination in accordance with the Service Contract. Performance Guarantees are set forth in detail in Schedule C, and include:

- Effluent Guarantee
- Odor Guarantee
- Sludge Quality Guarantee

### **4.3 Security for Performance and Required Insurance**

On or before the Contract Date, and throughout the Term of the Service Contract, the selected Proposer will be required to provide, an Operations Performance Bond equal to one million dollars (\$1,000,000.00)(in the form attached as Schedule I) or, a Letter of Credit equal to one-half of the Base Fee, or a parent guarantee, at the District's discretion. The County may require a parent guarantee in certain instances. If a Proposer proposes to create and use a special purpose entity to provide the Contract Services under the Service Contract, the County may require a parent guarantee, and Proposer must include any such parent as a Participating Firm in its Proposal in accordance with section 5.3.1 hereof.

The selected Proposer will also be required to provide, as security for performance of the ICIs, as applicable: (1) a Labor and Materials Payment Bond in an amount equal to One Hundred Percent (100%) of the total Fixed Design-Build Price of the ICI(s), and, in the form

attached as Schedule G; and (2) a Construction Performance Bond in an amount equal to One Hundred Percent (100%) of the total Fixed Design-Build Price of the ICI(s), in the form attached hereto as Schedule H. The evidence of ability and intention to provide these instruments shall be furnished with the Proposal by submission of Business Proposal Forms 4-6.

All Bonds required by the Service Contract shall each be issued by a surety company or companies rated ‘A’ or better per current A.M. Best Company ratings and listed in the United States Treasury Department's Circular 570. Such surety shall be properly registered and licensed to conduct business in the State. Agents of bonding companies which write the bonds shall furnish the necessary power of attorney, bearing the seal of the company, and evidencing such agent’s authority to execute the particular type of bond to be furnished, as well as the right of the surety company to do business in the State.

Before the Service Contract can be approved by the County Legislature, the selected Proposer must provide evidence that the Required Insurance set forth in Schedule B has been obtained. Required Insurance must be issued by an insurance carrier authorized to do business in the State, that carry a Best’s “A” or equivalent rating, and that is satisfactory to the District, to protect the parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of the Contractor’s performance (or the performance of its Subcontractors) of its responsibilities under the Contract. Such insurance shall be maintained at the Contractor’s and any Subcontractor’s sole cost and expense. The District and the County shall be listed as a certificate holder and additional insured on all such policies as further described in Schedule B.

The selected Proposer’s failure to provide and maintain such security instruments shall constitute an immediate event of default under the Service Contract. The cost of providing any and all security instruments shall be borne by the Company.

#### **4.4 Annual Service Fee**

The selected Proposer will be paid a fee for the transition services it provides for a maximum of the first six months of the Service Contract, commencing on July 1, 2025, which is six months prior to the end of the incumbent’s term (the “Transition Period”). Thereafter, the Company will receive an annual Service Fee, paid monthly for provision of the Management Services. The Service Fee will be comprised of a Base Fee and Extraordinary Items, each of which is designed to recover a distinct portion of the costs associated with the management costs of the Plant. The Base Fee consists of a Fixed Component, a Variable Component (consisting of a

Loadings Adjustment Element and a Flow Adjustment Element), and a Chemicals Component. The Loadings Adjustment Element and the Flow Adjustment Element will be structured as a variable fee, subject to the requirements of Rev. Proc. 2017-13.

The Fixed Component of the Base Fee is a single, fixed price for the Management Services. The Service Contract will contain four Influent Parameter Groups which will be the basis of the Service Fee in any given Contract Year. The Proposers must propose a Fixed Component for each of the four Influent Parameter Groups (See Price Proposal Form P-1).

The four Plant Influent Parameter Groups are Biological Oxygen Demand (BOD5), Total Suspended Solids (TSS), Ammonia, Phosphorous and Nitrogen (as TKN). Each will be expressed as annual average pounds per day for the Contract Year and flow is expressed as average million gallons per day for the Contract Year.

The Loadings Adjustment Element and the Flow Adjustment Element of the Variable Component of the Base Fee are designed to ensure that the Service Fee accurately reflects changes in operating costs that may result from variations in the quality and quantity of wastewater flows generated by the District. The Loadings Adjustment Element is calculated in accordance with the Service Contract and is based on the fees proposed by the selected Proposer on Price Proposal Form P-2, and the annual average 5-day BOD5, TSS, Ammonia, Phosphorous, and TKN loadings. The Flow Adjustment Element is based on annual average wastewater flow and the fees proposed by the selected Proposer, and is designed to address variations in flow. If the annual average flow is less than or equal to the Plant Influent Parameter relating to flow applicable for a Contract Year, then the Flow Adjustment Element shall be equal to zero.

The Chemicals Component of the Base Fee in any Contract Year will be one of the fixed amounts proposed, depending upon the Plant Influent Parameter Group selected by the District as applicable in that Contract Year (See Price Proposal Form P-1). Separate Plant Parameter Groups have been specified in order to establish a baseline scope of work to be performed by the Company in any Contract Year. Specific Chemicals Components have been established for each separate Plant Influent Parameter Group reflective of the scope of work involved in treating the various groups of Plant Influent parameters.

The Extraordinary Items component of the Service Fee, which may be a charge or a credit, is as defined in the Service Contract, and is equal to the sum of (1) the amounts payable by the District for increased operation, maintenance or other costs incurred on account of the

occurrence of an Upset, the receipt of Excessive Plant Influent, or the occurrence of other Uncontrollable Circumstances which are chargeable to the District, net of any operation, maintenance or other cost savings achieved by the Company in mitigating the effects of the occurrence of such an Uncontrollable Circumstance, plus (2) the adjustments to the Service Fee resulting from any Capital Modifications or the benefits of which accrue to the District, under the provisions of the Service Contract, minus (3) any Service Fee reductions due to Company non-performance specifically provided for in the Service Contract, plus or minus (4) any other increase or reduction in the Service Fee provided for under any other Article of the Service Contract, so long as such increase or reduction does not cause an adjustment in the Base Fee, and (5) minus utility costs paid by the District for utilities usage beyond the amounts guaranteed by the Company.

Proposers must include in their Proposal on Price Proposal Form P-4, the proposed costs for the Company to install each of the Excluded Items, if the Company were required to install the Excluded Items in the first year of the Service Contract. The District will apply the CPI (as defined herein) to the installation cost each year during the Term of the Service Contract until the Excluded Items need to be replaced, if at all.

Also, for maintenance, repair, and replacement of any below-grade piping or structure, the Company will be liable up to the amount of the first \$50,000.00 in any given year. If in any year, the Company is not required to contribute all or a portion of the \$50,000.00 amount allotted for that year to the cost of repair or replacement of any below-grade piping or structure, then the unexpended portion for that year shall be carried over to subsequent years and the Company's obligation for payment of repair or replacement of any below-grade piping or structure shall include an amount not to exceed \$50,000.00 for the year in which the repair or replacement takes place, plus the accumulated amount of any unexpended allocation from any previous years up to the amount of the repair. At the conclusion of the Term of the Service Contract, any unexpended funds under will inure to the benefit of the Company and no payment will be due to the District.

In accordance with the Service Contract, the Service Fee for Contract Years 2 through 10 will be determined by escalating the Fixed Component by the annual adjustment factor set forth in the Service Contract, which is based on the CPI utilized by the District, which is the final not seasonally adjusted Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics, for all Urban Consumers, for the Northeast Region CUUR0100SA0, CUUS0100SA0 (the "CPI"). The Chemicals Component will also escalate annually in accordance with the Service Contract. The Chemical Cost Escalation Factor will be

the final not seasonally adjusted Producer Price Index-Chemicals and Allied Products, WPU06, as reported by the U.S. Department of Labor, Bureau of Labor Statistics.

The District will pay the water, electric, and natural gas bills throughout the year. The Company will guarantee their usage of electricity and natural gas and must pay a rebate to the District as part of an annual settlement if the guarantees are exceeded. The Company will pay for phone and internet. The Company will also maintain Wi-Fi at the facility since no hard wiring exists for the individual offices.

#### **4.5 Fixed Design-Build Price**

The Company shall be paid, on a milestone basis, a Fixed Design-Build Price for the design and construction of each of the ICIs in each subgroup. The Fixed Design-Build Price will be the Company's entire compensation and reimbursement for the design and construction of the ICIs. Any cost overruns will be the responsibility of the Company. Also, if substantial completion or final completion with respect to an ICI occurs subsequent to the date set forth in the applicable Notice to Proceed, and such delay is not due to District Fault, then the Company shall pay to the District \$1,500 per day in daily delay liquidated damages for each day that ICI substantial completion falls after the date scheduled therefor, as well as \$2,000 per day in daily delay liquidated damages for delays beyond final completion with respect to each ICI.

#### **4.6 Staffing**

Operations, maintenance and repairs shall be performed by County employees in accordance with the Special Legislation. The selected Proposer will be required to fill two (2) management staffing positions at all times during the Term of the Service Contract. One position must be filled with a person with a Grade 4A and the other position must be filled with a person with a Grade 3A Certification issued by the State. Failure to fill such position shall subject the Company to the payment of liquidated damages pursuant to the terms of the Service Contract.

#### **4.7 Repair and Replacement**

The Company shall be responsible for the cost and expense of all repairs and replacements of equipment, systems and structures during the Term of the Service Contract, except for Capital Modifications, as discussed in the Service Contract. Such repairs and replacements shall be performed by County employees who are staffed at the Plant to the extent possible.



#### **4.8 Residuals and Sludge Management**

The Company shall transport dewatered Sludge to the Rockland County Solid Waste Management Authority Co-Composting Facility (“Rockland Green”), in accordance with the Intermunicipal Sludge Management Agreement dated May 19, 2017 (“Sludge Management Agreement,” attached hereto as a Reference Document 2). Sludge shall be delivered to Rockland Green’s Co-Composting Facility in accordance with the facilities operating requirements and operation schedule. The Company shall not be responsible for the cost of sludge disposal at Rockland Green Co-Composting Facility. If the dewatered Sludge does not meet the Sludge Quality Guarantee, and the failure to meet such guarantee is not due to an Uncontrollable Circumstance, the Company shall arrange for and pay for alternative disposal, or any surcharge imposed by Rockland Green if such sludge can be disposed at the Co-Composting Facility. The District, after having approved of the alternative disposal arrangements, shall reimburse the Company for the cost of disposal when the need for alternative disposal was the result of an Uncontrollable Circumstance.

The Company shall be responsible for the handling, transport, and disposal of all other process Side Streams as part of the Contract Services.

#### **4.9 Site Maintenance**

The Company shall be responsible for all Site maintenance including but not limited to snow removal, lawn mowing services, and housekeeping.

#### **4.10 SEQRA and Engineering Report**

It is unlikely that State Environmental Quality Review will be required for the ICIs. However, if an engineering report and SEQRA review are required for the ICIs or for any future Capital Improvements, the Company shall be responsible for the same, unless otherwise directed by the District.

#### **4.11 SPDES and Other Government Approvals**

Operation of the Plant is regulated by New York State Department of Conservation (“NYSDEC”), as well as Region 2 of the United States Environmental Protection Agency (the “USEPA”). The State Pollution Discharge Elimination System (“SPDES”) permit number for the Plant is NY0270598. A copy of the SPDES permit is provided as Reference Document 1 to this RFP. Proposers should review the permit for Effluent discharge limitations, monitoring requirements, and other relevant information. The SPDES permit is currently under review by the

NYSDEC and subject to change. The Company shall be responsible for complying with the new SPDES permit as well once it is issued. The Company will be responsible for making all filings, applications and reports necessary to obtain and maintain all Governmental Approvals required in order to operate the Plant.

#### **4.12 Minority- and Woman-Owned Business Enterprises**

The County encourages submission of Proposals by certified Minority- and/or Women-Owned Business Enterprises.

### **V. PROPOSAL REQUIREMENTS**

#### **5.1 General Format and Organization**

Proposals must include the information outlined in this section of the RFP. Failure of a Proposer to provide all of the requested information and to provide it in the requested format may result in the District, at its sole discretion, determining that the Proposal is non-responsive to the requirements of the RFP.

##### **5.1.1 Organization and Content of Proposal**

In general, each Proposal shall contain all information which may be of importance to the Evaluation Committee in selecting a company for performance of the Contract Services. The information submitted shall include all information specifically requested by this RFP, and any information not requested by this RFP, including unfavorable information, which may have a reasonable bearing on the Evaluation Committee's evaluation of the Proposer.

Proposals submitted in response to this RFP shall consist of the following volumes with the following section headings. Proposers shall incorporate drawings and graphics as necessary to clearly present their Proposals.

<b>Volume I:</b>	<b>Executive Summary</b>
<b>Volume II:</b>	<b>Experience and Qualifications</b>
	<b>- General Company Background Information</b>
	<b>- Individual Qualifications</b>
	<b>- Relevant Project Experience</b>
	<b>- Design Experience</b>
	<b>- Construction Experience</b>
	<b>- Management, Operation, and Maintenance Experience</b>

## **- Reference Projects**

<b>Volume III:</b>	<b>Technical Proposals</b> <b>III-A – Technical Proposal - Management Services</b> <b>III-B - Technical Proposal - ICIs</b>
<b>Volume IV:</b>	<b>Business Proposal</b>
<b>Volume V:</b>	<b>Price Proposal (must be uploaded as a separate file and not included as part of Technical or Business Proposal)</b>
<b>Volume VI:</b>	<b>Protected Information (if any)</b>
<b>Volume VII:</b>	<b>Redacted Proposal (if applicable)</b>

### **5.2 Volume I: Executive Summary**

The Executive Summary must be presented as a separate document. It shall summarize, in clear and concise language, the information contained in the other Volumes of the Proposal.

The Executive Summary shall also summarize the information contained in the Proposal Forms. This shall include, for each Participating Firm (as defined below), the form of business organization, ownership and firm description; proposed role in the transaction; and information as to criminal conviction, regulatory violations, bankruptcies, lawsuits and contract disputes.

The Executive Summary should be drafted so that it may be easily understood by persons not having a technical background. In addition, the Executive Summary shall be limited to 5 pages, plus any tables, drawings and graphs.

### **5.3 Volume II: Experience and Qualifications**

A Proposal submitted in response to this RFP must contain an Experience and Qualifications volume that fully conforms with and satisfies the format and content requirements of this RFP, and sets forth the Proposer's qualifications, experience and capability to perform the Contract Services. The Qualifications volume of the Proposal shall contain information pertaining to the Proposer's past performance and qualifications to design-build the ICIs and to provide the Management Services.

Proposers must include all information necessary to permit the Evaluation Committee to make an informed evaluation under each subcriterion and evaluation factor. The Proposer shall

provide the information necessary for the District to determine the experience and capabilities of the Proposer and all other Participating Firms.

Failure to provide any of the requested information that is available to the Proposer is grounds for disqualification. If the requested information does not exist or cannot be provided, the Proposer shall state so with an explanation as to why such information has not been provided.

By submission of a Proposal, Proposers grant the District and its representatives the right to contact and visit any of the named projects, as well as any projects not named, for the purpose of evaluating the Proposer's performance or for validation of information provided in the Proposer's Proposal. This includes contacting any person who is or was associated with each project.

### **5.3.1 General Company Background Information**

Proposals must include a description of the Proposer and its form of business structure (e.g., corporation, partnership, joint venture, special purpose entity), and must identify which entity(ies) will provide the Management Services, which entity(ies) will perform the ICI Design-Build Work, and which entity will serve as a parent guarantor if a special purpose entity is being used (each a "Participating Firm"). Proposals must explain the proposed contractual relationships between the Proposer and each Participating Firm, and must describe the history of the relationships among the team members and Subcontractors, including a description of past working relationships. All Participating Firms shall be identified on Business Proposal Form 8, and the Qualification Form, Business Proposal Form 13 shall be completed separately for each Participating Firm and signed by an authorized official of the Participating Firm.

The following information shall be provided for the Proposer and all Participating Firms:

- Brief history of the business activities, including ownership, markets, organization and background.
- Name and business address of each partner, officer, and stockholder (where applicable) who owns five percent or more of the shares.
- If the Proposer or Participating Firm is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is newly created for the purposes of responding to this RFP, the reasons for this action shall be fully disclosed.

The Proposal shall state whether, during the past five years the Proposer or any Participating Firm, or their respective officers have:

- i. failed to complete any contract;
- ii. been terminated for poor performance or default;
- iii. been barred from bidding on public contracts by the federal government or by any governmental entity in the State or any other state;
- iv. failed to complete work under a contract handled in an officer's own name;
- v. been convicted of any conduct or been found in violation of any federal, state or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination or prevailing wages;
- vi. filed for bankruptcy;
- vii. been found to be in violation of any provision of federal, state or local regulations in connection with any wastewater treatment plant under contract with the Company; or
- viii. faced litigation for any of the foregoing or is presently involved in any litigation involving any of the above- referenced information.

### **5.3.2 Individual Qualifications**

Each Proposer shall submit a narrative description of the two (2) supervisory/management personnel it plans to employ for purposes of demonstrating its ability to provide the Management Services, as well as a description of any off-site personnel who will provide any services in connection with the Service Contract. Information shall include length of time practicing in profession, education, training, licenses, certifications, and other credentials, as well as familiarity with advanced wastewater treatment plant permitting, design, testing and operations. The Proposer must identify a New York registered professional engineer as part of its Proposal team.

### **5.3.3 Relevant Project Experience**

Proposers shall demonstrate their ability to perform the Management Services and to design and construct the ICIs by providing the experience and qualifications of the Proposer and Participating Firms and their proposed key team members. The District reserves the right to conduct an investigation of the Participating Firms' technical qualifications by contacting project references or accessing public information. Additional information may be requested during the

evaluation period.

At a minimum, the Proposer and each Participating Firm shall provide the following information to demonstrate their technical qualifications, as applicable:

1. *Management, Operation and Maintenance Experience* — Each Proposer shall provide its experience with managing, operating and maintaining wastewater treatment facilities, especially such projects, if any, that are similar to the situation here, where public employees will operate and maintain the Plant and the Company will provide the Management Services. Information shall include, but is not limited to staffing approaches, operations and maintenance and preventive maintenance programs, repair and replacement programs, facility upkeep, length of time operating plants, and overall performance. Additionally, Proposers shall provide at least three Reference Projects from the last ten years, exhibiting its experience with managing, operating and maintaining wastewater treatment facilities, especially such projects, if any, that are similar to the situation here, where public employees will operate and maintain the Plant and the Company will provide the Management Services.

2. *Design-Build Experience* —Proposers shall provide its and each Participating Firm's engineering, design and construction experience for capital improvements, and repairs and replacements at wastewater treatment facilities. Proposers must demonstrate an understanding of the interrelationship between design, construction, operation, and management of wastewater treatment facilities. Proposers must include at least three Reference Projects (defined below) from the past five years. Include a description of the record of budget and schedule performance and the number and amount of change orders. Describe philosophy and experience with preparation and implementation of quality control plans and procedures.

3. *Reference Projects*: For each Reference Project complete Business Proposal Form 12, and provide a brief description of each Reference Project, including, but not limited to the following information, as is applicable;

- the name and location;
- the owner of the plant or system;
- duration of the contract;
- whether the contract has come up for renewal and if so, was renewed or not renewed;

- a description of the services performed (including, but not limited to Management Services, operations and maintenance services, and/or ICI Design-Build Work);
- relevance of the Reference Project to the Contract Services;
- description of systems and processes, including design, size and capacity of the facilities;
- history of operations, including start-up date and years of service;
- a summary of any significant accomplishments (e.g., cost savings results, corrective actions taken to ensure SPDES compliance, financing, design, and construction of capital improvements, etc.); and
- the names, titles, telephone numbers, and e- mail addresses (all verified to be current) of key managerial- level contact persons of the owner for each Reference Project identified.

#### **5.4 Volume III-A: Technical Proposal – Management Services**

##### **5.4.1 Approach to Management Services**

The Proposers must explain their approach to the Management Services. As noted above, in accordance with the Special Legislation, the District must have public employees operate, maintain and repair the Plant, and the selected Proposer will provide management employees only, who will oversee and manage the public employees. Proposers must acknowledge and address this structure in their Proposals, and explain how they will manage the public employees to ensure that the Plant is operated, maintained and repaired in accordance with the Service Contract. The description shall include the management philosophy of the Proposer and any management procedures or policies that will be followed.

##### **5.4.2 Operations and Maintenance**

Proposers must provide a discussion of its Operating plan for the Plant that includes, at a minimum, the items listed below.

- Proposers must provide a staffing plan that includes an organization chart with, at a minimum: (1) number of positions (four public employee positions, and two management positions); and (2) job classifications and descriptions. The organization chart shall show the number of employees, their reporting relationship, and their titles. This text should describe their individual responsibilities and the rationale for the organization. The staffing plan shall indicate the number of personnel required, their job titles and the necessary experience and certifications to meet federal and State

regulatory requirements. Clearly define the times at which the Plant will be attended by which personnel and, if the system is to be left unattended and operated remotely through the SCADA system, how call-outs and emergency coverage will be handled. Include maximum response time for any “call outs” and explain how off-site managers will monitor call out response times.

- Explain the Proposer’s technical approach to performing such operation and maintenance responsibilities, including system operational improvements, training and inspection procedures, monitoring measures and routine, preventative, corrective and predictive maintenance programs.
- Describe the laboratory procedures to be undertaken by the Proposer, including compliance sampling and analysis.
- Describe, generally, the manner by which the Proposer will produce all reports required in the Service Contract.
- Describe the procedures for reviewing with the District on a monthly basis operations, reports, ongoing cost information, and key upcoming projects and/or operations that may impact any Contract Services.
- Discuss what quality assurance and quality control procedures will be used to monitor any aspect of the operations and maintenance.
- Detail how all maintenance records will be kept up to date, including labor and material costs for each piece of equipment, work performed, root cause analysis and replacement dates.
- Discuss in detail the proposed planned maintenance program (i.e., preventative and predictive maintenance.)
- Identify and describe in detail the proposed computerized maintenance management system (“CMMS”) that will be used by the Proposer. The Proposer shall include sample output sheets or detailed output descriptions produced by the CMMS. The Proposer shall describe in detail past experience with the CMMS, including uses of its various features. The District currently uses Micromain as a CMMS. If a Proposer chooses to use a different software, at the end of the Service Contract, it must convert all data over to the software that the District is using at the time.
- Identify and describe in detail a proposed approach to generate, maintain, and update an Operation and Maintenance Manual that will be created and used by the Company during the Term. Provide examples, including all features, of similar Operation and Maintenance Manuals developed or used by Proposer.
- Describe how the Proposer will maintain the Plant in a neat, clean and litter free



manner at all times, ensuring the operation of the Plant does not create impermissible litter, noise, fugitive dust, vector or other adverse environmental effects.

- Describe how the Proposer will manage emergencies that may arise at the Plant and interact with the applicable municipal fire, police, public works and emergency management personnel during such emergency.
- Briefly describe the Proposer's general safety program, including staff training, preventative maintenance, and safety procedures for OSHA compliance program requirements. Essential elements of such a program shall include regularly scheduled safety training sessions for all personnel, standard operating procedures for chemical storage and handling, confined space entry and emergency response, Lockout/Tagout, Right to Know, and the care and use of proper safety equipment. An outline of a complete safety-training program shall also be included. Identify the names and experience of the Proposer's personnel that will administer such a program.
- Describe the manner by which the Proposer will perform the District's obligations under the Sludge Management Agreement.
- Describe the Odor Control Plan proposed by the Proposer.
- Outline a transition plan to include temporary, short-term, operational procedures and activities, from execution of the Service Contract through full assumption of operational responsibility by the Proposer to ensure a smooth transition from the current operation to the Proposer's operation. Transition services will include training from the incumbent relating to operation of the Plant, use of operating manuals, computer programs, and other information useful or necessary for the Company to carry out the Contract Services.
- Identify each member of the Proposer's transition team, describe such member's expertise and qualifications, give such member's primary office location, title, and telephone number, and indicate when and how long such members are expected to be present during this transition.
- State which transition team members will be on-site prior to the Commencement Date and for how long such members will remain on-site.
- Describe the procedures the Proposer shall utilize for transferring records from the District's recordkeeping system to the Proposer's recordkeeping system.
- Include an outline of the approach and specific tasks to be implemented to ensure that good relations are maintained with customers, departments, representatives, advisors, consultants, or agencies such as: (1) periodic communications and meetings with the District, state departments, regulatory agencies, and the public; (2) monthly progress

reports to the District’s designated representatives; and (3) site tours for interested public groups and other community outreach activities.

- Describe how the Proposer will maintain professional, responsible, and responsive working relationships with the general public, the media, the State and other departments, state representatives, state advisors or consultants, regulatory agencies, and other entities that have relationships with the State.

#### **5.4.3 Repair and Replacement Plan**

Outline the Proposer’s overall approach to performing repair and replacement responsibilities, including major repair and replacement, for the Plant.

- Explain the Proposer’s technical approach to performing such repair and replacement responsibilities, including major repair, refurbishment and replacements of pipes, valves, equipment, structures, and other assets.
- Discuss what quality assurance and quality control procedures will be used to monitor any and all aspects of the repair and replacement, including major repair and replacement.
- Describe the procedure the Proposer will undertake to conduct its initial and exit inventory and audit of the Plant and document the condition and operational status.

The Repair and Replacement Plan shall include an equipment inventory, schedule for shift and preventative maintenance, and related operator training.

The Repair and Replacement Plan shall define how repairs and replacements will be made to a specified standard and in a timely manner and will not be deferred due to cost pressures or other factors, and that at the expiration of the Term, the Plant will be returned to the District in a sound, proper and well- maintained condition without the necessity for the District to undertake a major overhaul when assuming Plant management responsibilities. A repair and replacement schedule shall be provided as part of the Repair and Replacement Plan.

### **5.5 Volume III-B: Technical Proposal – ICIs**

The Technical Proposal for the ICIs shall indicate how the Proposer intends to design and construct the ICIs for each subgroup. There shall be a Technical Proposal form for each ICI in each subgroup. Proposers must also submit a schedule for the design and construction of the ICIs that reflects a realistic approach for each of the ICIs. The schedule must outline the proposed schedule for all work that is necessary to complete the ICIs. The Proposer must also provide any

drawings, tables or designs related to the ICIs.

## **5.6 Volume IV: Business Proposal**

This Section outlines the information that must be included in the Proposer's business and financial submission.

### **5.6.1 Financial Information**

Proposers must provide annual audited financial reports for the past three years for each Participating Firm.

### **5.6.2 Business and Contractual Terms**

The Proposer shall indicate its willingness to enter into the Service Contract. The Proposer shall indicate, on Business Proposal Form 9, its willingness to accept the Service Contract as stated, or indicate specific provisions to which the Proposer takes exception and offer alternative contract language which the Proposer would accept in the form of a mark-up, or, if space does not permit, typed riders. In the event of a conflict between the Service Contract and other sections of the RFP, the Service Contract shall govern.

### **5.6.3 Construction Performance Bond and Labor and Materials Payment Bond**

Proposer must provide a letter of intent, in the form provided as Business Proposal Form 4, from a surety company indicating that the surety is highly confident that when full application is made by the Proposer, the surety will furnish the Construction Performance Bond and the Labor and Materials Payment Bond, as applicable, as security for the Proposer's obligations under the Service Contract.

### **5.6.4 Operations Performance Bond/Letter of Credit/Parent Guaranty**

Proposers must provide either a letter of intent from a surety company or a letter from a bank, in the forms set forth in Business Proposal Forms 5 and 6, respectively, indicating that the surety or bank is highly confident that when full application is made by the Proposer, the surety or bank will furnish the Operations Performance Bond or the Letter of Credit, as applicable, as security for the Company's obligations under the Service Contract. Such letter commits the bank to issue a direct payment letter of credit on behalf of the Proposer as security for performance of the obligations of the entity operating the Plant under the Service Contract. Proposers must also

acknowledge that if they intend to use a special purpose entity to perform the Contract Services, the County will require a parent guaranty.

#### **5.6.4.1 Required Insurance**

Proposers must provide a letter of intent from an insurance company indicating that the insurer is highly confident that when full application is made by the Proposer, it will furnish the Required Insurance (Business Proposal Form 7). Such insurance shall be obtained by the selected Proposer prior to the County Legislature's approval of the Service Contract.

### **5.7 Volume V: Price Proposal**

A Proposal submitted in response to this RFP must contain a Price Proposal that fully conforms with and satisfies the format and content requirements described herein. Price Proposal Forms must be uploaded to the Bonfire Portal as a separate attachment.

#### **5.7.1 Annual Service Fee**

The Proposers must include with their Proposals a proposed:

- (1) Fixed fee for the Transition Period; (Price Proposal Form P-1);
- (2) Fixed Component of the Service Fee for each Influent Parameter Group (Price Proposal Form P-1);
- (3) Chemicals Component of the Service Fee for each Influent Parameter Group (Price Proposal Form P-1);
- (4) Loading and flow adjustments of the Service Fee for each Influent Parameter Group (Price Proposal Form P-2);
- (5) Guaranteed Maximum Utility Usage for each Influent Parameter Group (Price Proposal Form P-3); and
- (6) Proposed installation costs for installation of each Excluded Item in the first year of the Service Contract (Price Proposal Form P-4).

#### **5.7.2 Fixed Design-Build Price**

The Proposer shall provide its proposed Fixed Design-Build Price for each individual ICIs in each subgroup on the appropriate price proposal form. Such fixed costs shall include all costs for equipment, insurance, bonds, permits, design, and construction.

## **VI. PROPOSAL EVALUATION**

### **6.1 Evaluation Criteria**

All Proposals will be evaluated by the procedures and weighted criteria described in this section for the ultimate purpose of determining which Proposal provides the best value to the District. The Proposals will initially be evaluated to determine if they are complete and responsive.

Complete and responsive Proposals will be evaluated by a committee appointed by the District. The Evaluation Committee will evaluate each of the Proposal submittals to determine if the achievement of the Minimum Qualification Criteria has been accomplished. Only those Proposals that meet the Minimum Qualification Criteria will be further evaluated.

The Proposals will be evaluated based upon four weighted categories of criteria: (1) Qualifications and Experience; (2) Technical Merit; (3) Business Merit; and (4) Price. Section 5.3 sets forth the evaluation criteria, factors and points for each of these evaluation categories. Price will be evaluated independently from the technical proposal and business proposal. Please enumerate all costs on the Price Proposal Forms. Price Proposal Forms are to be uploaded as a separate attachment to your Proposal. Inclusion of any cost or pricing data within the technical proposal or business proposal may result in your Proposal being judged as non-responsive. The District or Evaluation Committee may require some or all Proposers to answer written questions and to attend individual interview(s) to clarify their respective Proposals.

### **6.2 Minimum Qualification Criteria**

The Minimum Qualification Criteria that each Proposer is required to meet are set forth below. Proposals that do not meet the Minimum Qualification Criteria will not be further evaluated by the Evaluation Committee. The Proposer shall provide in its Proposal all information necessary to demonstrate compliance with each of the Minimum Qualification Criteria.

1. Proposal Completeness. The Proposal contains the Executive Summary, Experience and Qualifications, Technical Proposal – Management Services, Technical Proposal – ICIs, Business Proposal, Price Proposal, and all required forms.
2. Experience. The Proposer, and each Participating Firm, must satisfy each of the following experience requirements, as applicable:
  - (A) At least three years' experience operating and maintaining an advanced wastewater treatment plant with a design of 1.5 MGD average capacity and similar

complexity to the existing Plant. Additional experience with a cumulative total of at least 3 years in the operation and maintenance of other conventional secondary treatment, or more complex, wastewater treatment plants. Provided at least three Reference Projects from the last ten years demonstrating the Proposer's experience with management, operation, and maintenance of wastewater treatment facilities.

3. Financial. The Proposer shall provide a Surety Letter of Intent regarding the Operations Performance Bond as required herein, or, in the alternative, a Letter of Credit as security for the performance of the Company's obligations under the Service Contract.

4. Management Employees. The Proposer identifies one employee with a Grade 4A NYS Certification and another employee with a Grade 3A NYS Certification.

### **6.3 Comparative Evaluation Criteria**

Proposals meeting the Minimum Evaluation Criteria will then be further evaluated by the Evaluation Committee. The criteria set forth below are not necessarily listed in order of importance and are not necessarily of equal weight. The Proposer shall provide in its Proposal all information necessary to address each of the Comparative Evaluation Criteria.

The District will evaluate proposals by applying the criteria in the following subsections.

#### **6.3.1 Qualifications and Experience Criteria (250 points)**

The following criteria will be applied to evaluate each Proposal:

- Whether the Proposer and all Participating Firms have the requisite capabilities, licensing and certification, and experience to perform the Contract Services. Proposers must have qualifications and previous experience in similar projects in performing services similar to those required by the Contract Services;
- The experience, licensure and certification of management personnel;
- The strength of the history of the Proposer's and Participating Firms' performance, including but not limited to, history of completion of contracts, financial strength, violations of state or federal laws, and current or previous litigation involving previous contracts;
- The strength of the Proposer's and Participating Firms' experience in the engineering and design of capital improvements, and repair and replacements at wastewater treatment facilities;

- The strength of the Proposer's and Participating Firms' experience with construction similar to that required for the ICIs;
- The Proposer's history of compliance with contract budgets and schedule of performance. This includes the number and amount of change orders;
- The Proposer's and Participating Firms' experience with preparation and implementation of quality control plans and procedures;
- The Reference Projects provided. The District will evaluate the strength and relevance of the Proposer's Reference Projects. Such evaluations will consider the similarities between the services provided in the Reference Projects and the Contract Services, duration of the contract, and the significant accomplishments achieved in the contract;
- Whether the Proposer has provided Reference Projects that are similar to the situation here, where public employees will operate and maintain the Plant and the Company will provide the Management Services;
- Whether the Proposer have any other worthy capabilities that would benefit the District.

### **6.3.2 Technical Merit Criteria (250 points)**

The criteria in the following sections will be applied to evaluate the technical merit of Proposals:

#### **ICIs (100 points)**

- The adequacy of Proposer's approach to the ICIs.

#### **Management Services (150 points)**

- The adequacy of the Proposer's approach to the Management Services.
- The adequacy of Proposer's management philosophy and management procedures.

#### **Operating Plan**

- The adequacy and completeness of the Proper's staffing plan.
- The adequacy of the Proposer's technical approach to performing

operation and maintenance responsibilities.

- The adequacy of the laboratory procedures to be undertaken by the Proposer, including compliance sampling and analysis, and how the Proposer will produce required reports.
- The planned procedures for reviewing with the District on a monthly basis operations, reports, ongoing cost information, and key upcoming projects and/or operations that may impact any Contract Services.
- The quality assurance and quality control procedures will be used to monitor any aspect of the operations and maintenance, including record keeping practices.
- The adequacy of the proposed planned maintenance program.
- The adequacy of the proposed CMMS that will be used by the Proposer.
- The adequacy of record keeping practices, including those related to the Operation and Maintenance Manual.
- The adequacy of procedures proposed to maintain a neat, clean and litter free environment, and the Proposer's history of doing so on prior projects.
- The adequacy of Proposer's emergency protocol.
- The Proposer's history with, and proposed plan to, ensure safety, including general safety, staff training, preventative maintenance, and safety procedures, to ensure OSHA compliance.
- The adequacy of the Proposer's plan to ensure compliance with the Sludge Management Agreement.
- The adequacy of the Proposer's Odor Control Plan.
- The adequacy of Proposer's transition plan.
- Whether the Proposer sufficiently identified and described each member of the transition team.
- Whether the Proposer provided information regarding which transition team members will stay on-site prior to the Commencement Date and for how long those members will remain on-site.
- The adequacy of the proposed procedures for transferring records from the District's recordkeeping system to the Proposer's recordkeeping system.



- The Proposer's approach to maintaining good relations with customers, departments, representatives, advisors, consultants, and agencies.
- The Proposer's description for how the Proposer will maintain professional, responsible, and responsive working relationships with the general public, the media, the State and other departments, state representatives, state advisors or consultants, regulatory agencies, and other entities that have relationships with the State.

### **Repair and Replacement Plan**

- The adequacy of Proposer's Repair and Replacement Plan.
- Does the Proposer provide a clear and comprehensive approach to repair and replacement with an adequate repair and replacement schedule?
- Has the Proposer provided an appropriate degree and frequency of anticipated preventive maintenance requirements?
- The adequacy of Proposer's plan for quality assurance and quality control procedures.
- The adequacy of Proposer's procedure to conduct initial and exit inventory and audit of the Plant.
- The adequacy of Proposer's plan for related operator training.

### **6.3.3 Business Merit Criteria (250 points)**

The following criteria will be applied to evaluate the business merit of the Proposals:

- What exceptions, if any, did the Proposer take to the Service Contract? What are the advantages and disadvantages to the District of these exceptions?
- Did the Proposer take any exceptions to the Service Contract that can significantly reduce its value to the District?
- Did the Proposer take any exceptions to the Service Contract that shifts unacceptable risks to the District?
- Has the Proposer provided the required annual audited financial

reports?

- Do the provided reports establish financial strength to assure full and timely performance of the Contract Services?

#### **6.3.4 Price Proposal Criteria (250 points)**

The District will evaluate the relative financial benefits of each Price Proposal to the District.

#### **6.4 Selection of a Proposal**

Pursuant to the Special Legislation, in selecting a Proposal, the Evaluation Committee will choose the Proposal that is the most responsive to the District's RFP, and is in the best interest of the District, with the overall cost of the proposal being a major criterion in the selection, but not the sole criterion. As required by the Special Legislation, the District may only enter into the Service Contract after performing a cost/benefit review of the efficacy of the transaction.

## PROPOSAL FORMS

## **BUSINESS PROPOSAL FORMS**

**BUSINESS PROPOSAL FORM 1**

**ADDENDA ACKNOWLEDGMENT**

As a duly authorized representative of the Proposer, I hereby certify, represent and warrant as follows in connection with the Proposal:

1. The Proposer acknowledges receipt of the District's Request for Proposals for Management Services and Capital Improvements at the Advanced Wastewater Treatment Plant, and the following addenda:

<u>No.</u>	<u>Date</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## CERTIFICATE OF AUTHORIZATION\*

\_\_\_\_\_ is an \_\_\_\_\_  
 \*\* (Officer) \*\* (Title)

(Affix  
Seal  
Here)

4870-9296-9411, v. 20

**BUSINESS PROPOSAL FORM 3**  
**STATEMENT OF REQUIRED DISCLOSURES**

*Note: ALL Sections on the following pages must be completed and this Statement must be signed before a Notary for each Participating Firm*

**Name of Participating Firm:**

\_\_\_\_\_

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

\_\_\_\_\_

**Remit to Address if different from above:**

\_\_\_\_\_

\_\_\_\_\_

**FID No.:** \_\_\_\_\_

**Name of Individual Completing this Form:** \_\_\_\_\_

**Title/Position:** \_\_\_\_\_

**Telephone Number:** (\_\_\_\_\_) \_\_\_\_\_

**Telefax Number:** \_\_\_\_\_

**EMAIL address:** \_\_\_\_\_

**SIGNATORY FIRST & LAST NAME** \_\_\_\_\_

**SIGNAOTRY TITLE** \_\_\_\_\_

**SECTION A. AFFIDAVIT OF NON-COLLUSION**  
**(This form must be included with Proposal and initialed)**

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this Proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, proposer or potential proposer.
2. Neither the price(s), nor the amount of this Proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer on this project, and will not be so disclosed prior to Proposal opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from submitting a Proposal on this project, or to submit a Proposal higher than the Proposal of this firm, or any intentionally high or non-competitive Proposal or other form of complementary Proposal.
4. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary Proposal.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from proposing or to submit a complementary Proposal on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary Proposal, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's Proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this Proposal, under the penalties of perjury, affirms the truth thereof.

INITIAL: \_\_\_\_\_



**Section B. DISCLOSURE OF POLITICAL CONTRIBUTIONS PURSUANT TO CHAPTER 323  
OF THE ROCKLAND COUNTY CODE**

1. The Participating Firm is (*Check One*):

- ☐ An Individual                      ☐ A Partnership                      ☐ A Corporation  
☐ Municipality or Agency\*\*      ☐ Non Profit\*\*

\*\* Note: Pursuant to Chapter 323 of the Rockland County Administrative Code, contracts with other municipal bodies or agencies or nonprofit organizations are excluded from disclosure. Please proceed to Section C.

2. The Participating Firm (Check One):

☐ Will Enter into a contract with the County of Rockland, in excess of Ten Thousand Dollars (\$10,000.00), which did ☐ or did not ☐ result from Public Bidding.

☐ Is currently under a contract with the County of Rockland in excess of Ten Thousand Dollars (\$10,000.00)

3. The Participating Firm, its members, directors, policymaking officers, or majority shareholders, have directly or indirectly made the following contributions to the persons or organizations listed below. (*please list all contributions having a value in excess of two hundred dollars (\$200.00) per year made to any political party or any individual or any committee for an individual running for public office in Rockland county or in a district in which Rockland County is located, for a period of three (3) years prior to the date of subscribed below.*):

**Note: please answer “none” or list each contribution separately (Use Additional Sheets If necessary)**

Name of Contributor	Relationship to Reporting Entity	Contribution Made To	Date of Contribution	Value and nature of Contribution

**Section C. DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT**

**If none apply enter "None" on each line**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

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2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

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3. List any convictions or civil judgments under state or federal antitrust statutes.

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4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

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5. List any prior suspensions or debarments by any government agency.

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6. List any contracts not completed on time.

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7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

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INITIAL: \_\_\_\_\_

**Section D. AFFIRMATIVE ACTION PLAN CERTIFICATION**

**1. The subscriber below, authorized on behalf of the Participating Firm in the title/position indicated hereinabove, states the following (please check one box in both (a) and (b))**

**a.) The above-named Participating Firm ☐ DOES or ☐ DOES NOT employ fifteen (15) or more employees AND**

**b.) The above-named Participating Firm**

☐ **DOES transacts a minimum of \$50,000 per annum business with the County of Rockland.**

**(i) IF SO, based on this above information, a copy of the Participating Firm's Affirmative Action Plan OR EEO (Equal Employment Opportunity) Policy is attached to this Form**

☐ **DOES NOT transacts a minimum of \$50,000 per annum business with the County of Rockland**

**Section E. BUSINESS DEALINGS IN NORTHERN IRELAND – MACBRIDE PRINCIPLES**

**1. The subscriber below, authorized on behalf of the Participating Firm in the title/position indicated hereinabove, certifies the following, in accordance with Article 5 of the County of Rockland Procurement Policy: (check one)**

**a.) The above-named Participating Firm and any individual or legal entity in which the Participating Firm holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership in the contract, either: (check, as applicable)**

**(i) ☐ has NO business operations in Northern Ireland**

**OR**

**(ii) ☐ must take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to the nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and must permit independent monitoring of their companies with such Principles.**

## Section F. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Pursuant to State Finance Law §165-a, on August 10, 2012 the Commissioner of the Office of General Services (OGS) posted a prohibited entities list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

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

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

*(Please check box)*

1. ☐ **The subscriber below, authorized on behalf of the Participating Firm in the title/position indicated hereinabove, certifies that he/she is *neither the Proposer/Contractor nor any proposed subcontractor as identified on the Prohibited Entities List.***

## **Section G. CERTIFICATION REGARDING BOYCOTT, DIVEST AND SANCTIONS (BDS) ACTIVITIES**

- 1. The subscriber below, authorized on behalf of the Participating Firm in the title/position indicated hereinabove, certifies the following, in accordance with Article 5 of the County of Rockland Procurement Policy: (*check box*)**

☐ The Participating Firm /Contractor and any individual or legal entity in which the contractor/participating firm holds a 10% (ten percent) or greater ownership interest and any individual or legal entity that holds a 10% (ten percent) or greater ownership in the contract does NOT engage in any Boycott, Divest and sanctions (BDS) activities [which activities are defined as advocating for the boycott of Israel, divestment from Israel and International sanctions against Israel, and otherwise engaging in, promoting or supporting the global campaign to increase economic and political pressure in Israel to comply with the stated goals of the BDS movement].

## **Section H. ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS**

*(Check Box to acknowledge each insurance requirement)*

- ☐ By submitting a proposal in response to a County solicitation or by assuming the responsibility of a Contract awarded hereunder, each Proposer/Contractor, any person signing on behalf of any Proposer/Contractor acknowledges that they have read and understand the County's insurance requirements as outlined in the solicitation documents.
- ☐ Proposer /Contractor agrees to provide a valid certificate of liability with the coverages and limits outlined in this solicitation within five (5) business days of request and include the following:
  - The Contract/Solicitation Number and/or Purchase Order Number should be stated under the description.
  - The description must also contain a statement to the effect that "The County of Rockland, its employees, elected officials, and affiliated municipal entities are included as additional insureds. The signing authorized representative warrants that the insurance carrier(s) have been informed of and accepted The County of Rockland as an additional insured".
- ☐ NYS Workman's Compensation and NYS Disability Certificates
  - Contractor must submit valid NYS Workman's Compensation and NYS Disability Certificates or Attestation of Exemption with the proposal.

State of \_\_\_\_\_)

County of \_\_\_\_\_)

All statements, disclosures and representations stated hereinabove this Statement Required Disclosures, Representations and Certifications, comprised of the preceding pages, are based upon my personal review of the books and records of the Participating Firm.

I declare, under oath or affirmation that all of the foregoing information, as well as any supplemental responses and statements that may be attached hereto are true to the best of my knowledge. I make these statements under the penalty of perjury, in my position/title held at the above-named Participating Firms.

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title/position)

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

## **BUSINESS PROPOSAL FORM 4**

### **CONSTRUCTION PERFORMANCE BONDS**

(to be typed on Surety's Letterhead)

Paul J. Brennan, FNIGP, NIGP-CPP, CPPO  
Director of Purchasing  
Department of General Services - Purchasing  
Division  
50 Sanatorium Road, Building A, 6<sup>th</sup> floor  
Pomona, NY 10970

Dear Mr. Brennan:

\_\_\_\_\_ (the "Proposer") has submitted herewith a Proposal in response to the Rockland County Sewer District No. 1's (the "District") Request for Proposals for Management Services and Capital Improvements at the Advanced Wastewater Treatment Plant in Hillburn, NY (the "RFP"). The RFP requires the Selected Proposer to enter into an agreement to design, construct, and acceptance test initial capital improvements, and to operate, maintain, repair and replace (including major repair and replacement) and manage an advanced wastewater treatment plant (the "Plant"); cause the Plant to meet certain Performance Guarantees and to comply with all applicable permits, licenses, approvals and other Applicable Law; and perform the other related and ancillary responsibilities set forth in the RFP (the "Contract Services").

The Surety has reviewed the Proposer's Proposal which will form the basis of the Service Contract. The Surety hereby certifies that it intends to issue on behalf of the Proposer, as security for performance under the Service Contract, a construction performance bond and a labor and materials payment bond for the benefit of the Proposer, with the District as co-beneficiary, in the event the Proposer enters into the Service Contract with the District.

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

**BUSINESS PROPOSAL FORM 5**

**SURETY LETTER OF INTENT  
OPERATIONS PERFORMANCE BOND**

(to be typed on Surety's Letterhead)

(To be utilized if an Operations Performance Bond is being provided)

Paul J. Brennan, FNIGP, NIGP-CPP, CPPO  
Director of Purchasing  
Department of General Services - Purchasing Division  
50 Sanatorium Road, Building A, 6<sup>th</sup> floor  
Pomona, NY 10970

Dear Mr. Brennan:

\_\_\_\_\_ (the "Proposer") has submitted herewith a Proposal in response to the Rockland County Sewer District No. 1's (the "District") Request for Proposals for Management Services and Capital improvements at the Advanced Wastewater Treatment Plant in Hillburn, NY (the "RFP"). The RFP requires the Selected Proposer to enter into an agreement to design, construct, and acceptance test initial capital improvements, and to operate, maintain, repair and replace (including major repair and replacement) and manage an advanced wastewater treatment plant (the "Plant"); cause the Plant to meet certain Performance Guarantees and to comply with all applicable permits, licenses, approvals and other Applicable Law; and perform the other related and ancillary responsibilities set forth in the RFP (the "Contract Services").

The Surety has reviewed the Proposer's Proposal which will form the basis of the Service Contract. The Surety hereby certifies that, if the District elects to require such security, it intends to issue on behalf of the Proposer, as security for performance under the Service Contract, a \$1,000,000 Operations Performance Bond for the benefit of the District in the event the Proposer enters into the Service Contract with the District.

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

BPF5-1



## **BUSINESS PROPOSAL FORM 6**

### **BANK LETTER OF INTENT LETTER OF CREDIT**

(to be typed on Bank's Letterhead)

(To be utilized if a Letter of Credit is being provided)

Paul J. Brennan, FNIGP, NIGP-CPP, CPPO  
Director of Purchasing  
Department of General Services - Purchasing Division  
50 Sanatorium Road, Building A, 6<sup>th</sup> floor  
Pomona, NY 10970

Dear Mr. Brennan:

\_\_\_\_\_ (the "Proposer") has submitted herewith a Proposal in response to Rockland County Sewer District No. 1's (the "District") Request for Proposals for Management Services and Capital Improvements Advanced Wastewater Treatment Plant (the "RFP"). The RFP requires the Selected Proposer to enter into an agreement to design, construct, and acceptance test initial capital improvements, and to operate, maintain, repair and replace (including major repair and replacement) and manage an advanced wastewater treatment plant (the "Plant"); cause the Plant to meet certain Performance Guarantees and to comply with all applicable permits, licenses, approvals and other Applicable Law; and perform the other related and ancillary responsibilities set forth in the RFP (the "Contract Services").

The Bank has reviewed the Proposer's Proposal which will form the basis of the Service Contract. The Bank hereby certifies that, if the District elects to require such security, it intends to issue on behalf of the Proposer, as security for performance under the Service Contract, a direct payment letter of credit in the amount of one-half of the Base Fee for the benefit of the District in the event the Proposer enters into the Service Contract with the District.

\_\_\_\_\_  
Name of Bank

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## **BUSINESS PROPOSAL FORM 7**

### **INSURANCE COMPANY LETTER OF INTENT**

(to be typed on Insurance Company's Letterhead)

Paul J. Brennan, FNIGP, NIGP-CPP, CPPO  
Director of Purchasing  
Department of General Services - Purchasing Division  
50 Sanatorium Road, Building A, 6<sup>th</sup> floor  
Pomona, NY 10970

Dear Mr. Brennan:

\_\_\_\_\_ (the "Proposer") has submitted herewith a Proposal in response to the Rockland County Sewer District No. 1's (the "District") Request for Proposals for Management Services and Capital Improvements at the Advanced Wastewater Treatment Plant in Hillburn, NY (the "RFP"). The RFP requires the Selected Proposer to enter into an agreement to design, construct, and acceptance test initial capital improvements, and to operate, maintain, repair and replace (including major repair and replacement) and manage an advanced wastewater treatment plant (the "Plant"); cause the Plant to meet certain Performance Guarantees and to comply with all applicable permits, licenses, approvals and other Applicable Law; and perform the other related and ancillary responsibilities set forth in the RFP (the "Contract Services").

The Insurance Company has reviewed the Proposer's Proposal which will form the basis of the Service Contract. The Insurance Company hereby certifies that it intends to provide all Required Insurance set forth in this RFP in the event the Proposer is selected for final negotiations and execution of the Service Contract, and will provide evidence that it has obtained such insurance prior to the Service Contract being submitted to the County Legislature for approval.

\_\_\_\_\_  
Name of Insurance Company

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

BPF7-1

## BUSINESS PROPOSAL FORM 8

### PARTICIPATING FIRMS

All firms that will be significant participants in providing the services set forth in the RFP (the "Participating Firms") are identified below. Such firms shall include, as applicable, (1) the firm that will provide Management Services, (2) the firm that will provide ICI Design-Build-Work, and (3) any other significant participant(s) in the transaction, including a parent guarantor if the Proposer proposes to create a special purpose entity to provide the Contract Services.

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_

Included are summaries of the services and responsibilities of each Participating Firm, limited to one page or less in length for each firm.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## BUSINESS PROPOSAL FORM 9

### EXCEPTIONS TO THE SERVICE CONTRACT

1. **Exceptions and/or Mark-ups to the Service Contract.**

The Service Contract to be entered into between the selected Proposer and the District will be the definitive statement of the responsibilities of the selected Proposer for performing the Contract Services. The Proposer accepts, without exception, the terms of the Service Contract and hereby acknowledges its willingness to enter into such agreement.

\_\_\_\_\_ No exceptions taken.

\_\_\_\_\_ Exceptions taken.

If answered “Exceptions taken”, please provide a mark-up of the relevant language of the Service Contract, describe in detail as an attachment to this form the exceptions or additions to the Service Contract, and include language reflecting the proposed modifications.

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

## BUSINESS PROPOSAL FORM 10

### FOIL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges and recognizes that the New York State Freedom of Information Law, Public Officers Law, Article 6, Section 84-90 provides for public access to government records. However, Proposals may contain trade secrets and other technical, financial, or administrative data whose public disclosure could cause substantial injury to the Proposer's competitive position.

Please indicate whether your Proposal contains trade secrets and other technical, financial or administrative data whose public disclosure could cause substantial injury to your competitive position by marking the applicable below.

\_\_\_\_\_ The Proposal DOES contain trade secrets and other technical, financial or administrative data whose public disclosure could cause substantial injury to our competitive position, and we have submitted a redacted version of our Proposal redacting such information.

\_\_\_\_\_ The Proposal DOES NOT contain trade secrets and other technical, financial or administrative data whose public disclosure could cause substantial injury to your competitive position.

Person, firm or corporation making this Proposal:

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

## **BUSINESS PROPOSAL FORM 11**

### **DISCLAIMER STATEMENT**

The information contained in the Rockland County Sewer District No. 1's (the "District") Request for Proposals for Management Services and Capital Improvements at the Advanced Wastewater Treatment Plant in Hillburn, NY has been prepared by the District and while such information is believed to be accurate and reliable the District makes no representation as to such accuracy or reliability. In no way shall any such information, however, constitute a representation or warranty by the District, Rockland County, New York (the "County") or any officials, employees, agents, consultants, attorneys, representatives, contractors, and subcontractors of the District or County (the "County Representatives"). By its receipt of this RFP, the Proposer releases and forever discharges the District, the County and the County Representatives from any and all claims which such Proposer has, had or may hereafter have arising out of any information contained in this RFP. Any party who intends to submit a response to this RFP is specifically invited to independently verify the accuracy of the information contained herein.

---

Name of Proposer

---

Name of Authorized Signatory

---

Signature

---

Title

## BUSINESS PROPOSAL FORM 12

### PAST AND PRESENT PERFORMANCE INFORMATION FORM FOR REFERENCES

**Each Participating Firm must submit this form.**

**NAME OF PROPOSER:** \_\_\_\_\_

Provide the information requested on this form for each contract/program being described as a reference. Provide frank, concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract/program submitted. Limit the number of past efforts submitted and the length of each submission to the limitations, if any, set forth in specifications.

Name of Contracting Entity: \_\_\_\_\_

Contract Name/Title: \_\_\_\_\_

Term of Contract: \_\_\_\_\_

Original Contract Value: \_\_\_\_\_

Current or Final Contract Value: \_\_\_\_\_

Original Completion Date: \_\_\_\_\_

Current or Final Completion Date: \_\_\_\_\_

- A. Brief Description of the project or work performed. Identify whether you were a Prime or Subcontractor.

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- B. Number of Change Orders (if any): \_\_\_\_\_

Primary Causes or Reasons of Change:

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C. Primary Point of Contact

NOTE: CONFIRM CONTACT INFORMATION PROVIDED IS CURRENT PRIOR TO SUBMISSION.

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

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

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

E-mail: \_\_\_\_\_

D. If subcontractors were used, identify the names of the subcontractors and the percentage of the contract the subcontractor was responsible for.

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## BUSINESS PROPOSAL FORM 13

### QUALIFICATIONS FORM

**Proposer and all Participating Firms must complete this Qualifications Form in its entirety. Failure to complete and submit this Qualifications Form may result in the Proposer being deemed non-responsive and, consequently, not eligible to participate further.**

#### A. General Information

1. Company Name: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Telephone: \_\_\_\_\_

4. Contact Person: \_\_\_\_\_

Contact person's contact information:

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

5. Type of Organization (e.g., a corporation; limited liability company; joint venture; partnership; and individual): \_\_\_\_\_

6. Name of Parent Company, if any: \_\_\_\_\_

7. Name of Affiliate Companies, if any: \_\_\_\_\_

8. Identity of Joint Venture Partners, if any: \_\_\_\_\_

9. Financial References: \_\_\_\_\_

10. New York Surety: \_\_\_\_\_

**B. Business Information**

1. Brief history of Company (attach additional sheets as necessary):

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2. Number of Years in Business: \_\_\_\_\_ Years

3. Annual Value of contracting work (Range): \$ \_\_\_\_\_

4. Value of contracts normally accepted: Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

5. Current Backlog: \_\_\_\_\_

6. Number of Employees (Range). \_\_\_\_\_

7. Type of work (approximate): Industrial \_\_\_\_\_ % Commercial \_\_\_\_\_ %  
Residential \_\_\_\_\_ %

8. Do you hold a license for the work (as the work requires) † Yes † No † N/A

9. Labor relations: Open Union - If Union, local or national agreement? \_\_\_\_\_

10. Name and address of all partners, key shareholders, principals and/or owners:

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---

11. Has Company ever failed to complete any contract awarded to it? \_\_\_\_\_

If so, where and why: \_\_\_\_\_

---

12. Has any officer or partner of Company ever been an officer or partner of some other organization that failed to complete a contract? \_\_\_\_\_

---

13. If yes to #12, state name of individual, other organization, reason, and bonding company:  
\_\_\_\_\_  
\_\_\_\_\_
14. In what other lines of business is Company directly or indirectly involved? \_\_\_\_\_  
\_\_\_\_\_
15. With what individual or entities have you been associated as partner or otherwise during the past five (5) years? \_\_\_\_\_  
\_\_\_\_\_
16. Describe the principal and any secondary nature of your current business:  
\_\_\_\_\_  
\_\_\_\_\_
17. State the length of time you have been in that business under your present name and identify all other names under which you have done business: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
18. Has any individual, partner, shareholder, principal, owner or Affiliate of your firm been the subject of administrative or judicial action for an alleged violation of state or federal laws or regulations? If so state the details and disposition.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
19. Are you, your partners, joint venturers, parent corporation or subsidiaries a party to any legal actions that may be relevant to your performance of the obligations described in the Proposal? If so, identify these actions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
20. Have you, any partner, key shareholder, principal, owner or Affiliate of your firm been the subject of any criminal conviction(s) indictment(s) or investigation(s)? If so, state the details: \_\_\_\_\_  
\_\_\_\_\_

21. List any and all civil penalties, judgments, consent decrees or other sanctions within the last five (5) years, as a result of a violation of any law, rule, regulation or ordinance in connection with its business activities, by the Company, any Affiliate of the Company, or any key shareholder, officer or director of the Company or any Affiliate thereof. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
22. List any and all current investigations, indictments or pending litigation by any Federal, State or local jurisdiction of the Company, any Affiliate of the Company or any key shareholder, officer or director of the Company or any Affiliate thereof.  
\_\_\_\_\_  
\_\_\_\_\_
23. List any and all actions occurring within the last five (5) years which have resulted in revocation or suspension of any permit or authority to do business in any Federal, State or local jurisdiction, by the Company, any Affiliate of the Company, or any key shareholder, officer or director of the Company or any Affiliate thereof.  
\_\_\_\_\_  
\_\_\_\_\_
24. List any and all actions occurring in the past five (5) years that have resulted in the barring from public bidding by the Company, any Affiliate of the Company, or any key shareholder, officer or director of the Company or any Affiliate thereof.  
\_\_\_\_\_  
\_\_\_\_\_
25. List any bankruptcy proceedings in the past five (5) years by the Company, any Affiliate of the Company, or any shareholder, officer or director of the Company or any Affiliate thereof.  
\_\_\_\_\_  
\_\_\_\_\_
26. Are there any judgments, claims, arbitration proceedings or suits pending, current, or outstanding against your organization or its officers?      † Yes      † No
27. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?      † Yes      † No

### **C. Safety Information**

28. Workers Compensation Employer Modification Rate for current year and three previous years.  
\_\_\_\_\_ 2022      \_\_\_\_\_ 2021      \_\_\_\_\_ 2020      \_\_\_\_\_ 2019

29. If you keep OSHA 300 logs please attach a copy of the three most recent years of OSHA 300 logs.

30. Total Recordable Incident Rate (TRIR Rate) for current year and three previous years.

\_\_\_\_\_ 2023 \_\_\_\_\_ 2022 \_\_\_\_\_ 2021 \_\_\_\_\_ 2020  
31. Company Safety Contract: \_\_\_\_\_

32. Has your company been cited with any regulatory (EPA, OSHA, MSHA, DOH, etc.) citations, violations, or fines within the past three years? (If Yes, then include a copy of the actual citation and provide a detailed explanation of violation with final findings. Attach additional pages as needed.)

† Yes            † No

33. Do you have a Health & Safety Orientation Program for new hires?

† Yes            † No

34. Do you hold daily/weekly Health & Safety meetings?

† Yes            † No

35. Do you have a Substance Abuse and Firearms Policy in effect?

† Yes            † No

If Yes, please attach copies.

36. If you use a subcontractor are they required to adhere to your company's safety policies and practices?

† Yes            † No

37. Does your company meet the Project Insurance Requirements?

† Yes            † No

If No, then why not?

\_\_\_\_\_  
\_\_\_\_\_

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

\_\_\_\_\_  
Authorized Signature  
Name & Title

\_\_\_\_\_  
Date

**D. Financial Information (To be signed before a Notary Public)**

BPF13-5

Attach financial statements, prepared on an accrual basis, in a form which clearly indicates the Company's assets, liabilities and net worth over the most recent three (3) year period or as many years as your firm has been in business if less than three (3) years.

Dates of financial statements: \_\_\_\_\_

Name(s) of firms(s) preparing statements: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Print or Type Name of Company)

By: \_\_\_\_\_

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

\_\_\_\_\_ being duly sworn, deposes and says that the financial statement(s) referenced above are a true and accurate statement of Company's financial condition as of the date hereof; and all of the foregoing qualification information is true, complete and accurate.

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

RFP-RC-2024-049

**COUNTY OF ROCKLAND - DGS-PURCHASING**  
 BLDG. A., 6th FLOOR, 50 SANATORIUM RD, POMONA, NY 10970  
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

**BUSINESS PROPOSAL FORM 14**

**CERTIFICATION OF COMPLIANCE TO LOCAL LAW NO. 5 OF 2003  
 REGARDING APPRENTICESHIP TRAINING AGREEMENTS**

**Submit this certification only if the bid is more than \$250,000.00**

NAME OF REPORTING ENTITY:

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ EMAIL ADDRESS.: \_\_\_\_\_

THE REPORTING ENTITY IS (Check one of the following):

\_\_\_\_\_ AN INDIVIDUAL \_\_\_\_\_ A PARTNERSHIP \_\_\_\_\_ A CORPORATION

**THE REPORTING ENTITY:** (Check One)

\_\_\_\_\_ Will enter into a construction contract with the County of Rockland in excess of \$250,000.00

\_\_\_\_\_ Will be a Subcontractor, to a prime contractor who holds a County of Rockland Construction contract of \$250,000.00 or more; and will receive in excess of \$25,000.00 from the prime contractor.

I am the \_\_\_\_\_ (Title or Office)  
 of the reporting entity listed above.

I make this affirmation that \_\_\_\_\_ (Reporting Entity) will comply with Local Law No. 5 of 2003 that requires any contractor, before entering into a construction contract in excess of \$250,000.00 with the County of Rockland or any Subcontractor entering into a contract, with a contractor who has a County of Rockland construction contract, in excess of \$25,000.00, to have apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with, and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law. As part of this certification, I have attached a copy of apprenticeship agreements from the New York State Commissioner of Labor and or Trade Unions for the type and scope of work to be performed. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty of perjury.

## **TECHNICAL PROPOSAL FORM**



## **PRICE PROPOSAL FORMS**

**PRICE PROPOSAL FORM P-1  
TRANSITION SERVICES  
AND  
ANNUAL SERVICE FEE<sup>1</sup>**

<b>FIXED FEE FOR SIX MONTHS OF TRANSITION SERVICES:</b>	
---	--

BASE FEE	INFLUENT PARAMETER GROUPS			
<b>FIXED COMPONENT:</b>	One	Two	Three	Four
Labor				
Materials & Supplies				
Subcontracts				
Residuals Management				
Utilities (excluding electricity, gas and water)				
Repair and Replacement				
<b>FIXED COMPONENT SUBTOTAL:<sup>2</sup></b>				
<b>CHEMICALS COMPONENT:<sup>3</sup></b>				
<b>TOTAL PROPOSED PRICE (Transition Services Fee + Fixed Component Subtotal + Chemicals Component):</b>				

1. As set forth in Section 4.4 of the RFP and Article XI of the Service Contract, the Service Fee is comprised of a Base Fee and Extraordinary Items. The Base Fee consists of a Fixed Component, a Variable Component (consisting of a Loadings Adjustment Element and a Flow Adjustment Element – as proposed on Price Proposal Form P-2), and a Chemicals Component.
2. In accordance with the Service Contract, the Service Fee for Contract Years 2 through 10 will be determined by escalating the Fixed Component by the annual adjustment factor set forth in the Service Contract, which is based on the CPI utilized by the District, which is the final not seasonally adjusted Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics, for all Urban Consumers, for the Northeast Region CUUR0100SA0, CUUS0100SA0 (the “CPI”).
3. The Chemicals Component of the Base Fee in any Contract Year will be one of the fixed amounts proposed, depending upon the Plant influent Parameter Group selected by the District for that Contract Year. The Chemicals Component will also escalate annually in accordance with the Service Contract. The Chemical Cost Escalation Factor will be the final not seasonally adjusted Producer Price Index-Chemicals and Allied Products, WPU06, as reported by the U.S. Department of Labor, Bureau of Labor Statistics.

## PRICE PROPOSAL FORM P-2

### LOADING AND FLOW ADJUSTMENTS OF SERVICE FEE

ANNUAL SERVICE FEE LOADING AND FLOW ADJUSTMENTS	LOADING AND FLOW ADJUSTMENTS OF THE SERVICE FEE FOR THE FOLLOWING INFLUENT PARAMETER GROUPS			
	One	Two	Three	
BOD <sub>5</sub> (\$/lb-BOD/d)				
TSS (\$/lb-TSS/d)				
Ammonia (\$/lb-NH <sub>3</sub> /d)				
Phosphorous (\$/lb- P /d)				
Nitrogen (\$/lb-TKN)				
Flow (\$/MGD)				

#### Influent Parameters: Group 1

BOD <sub>5</sub> Load (lbs./day)	1000
TSS Load (lbs./day)	1000
Ammonia (lbs./day)	120
Phosphorous (lbs./day)	40
TKN (lbs./day)	200
Flow (MGD)	0.6

#### Influent Parameters: Group 2

BOD <sub>5</sub> Load (lbs./day)	1250
TSS Load (lbs./day)	1250
Ammonia (lbs./day)	150
Phosphorous (lbs./day)	50
TKN (lbs./day)	250
Flow (MGD)	0.75

#### Influent Parameters: Group 3

BOD <sub>5</sub> Load (lbs./day)	1500
TSS Load (lbs./day)	1500
Ammonia (lbs./day)	180
Phosphorous (lbs./day)	60
TKN (lbs./day)	300
Flow (MGD)	0.90

Influent Parameters: Group 4

BOD <sub>5</sub> Load (lbs./day)	2500
TSS Load (lbs./day)	2500
Ammonia (lbs./day)	300
Phosphorous (lbs./day)	1000
TKN (lbs./day)	500
Flow (MGD)	1.2

**PRICE PROPOSAL FORM P-3**

**GUARANTEED MAXIMUM UTILITY USAGE**

<b>Utility Service</b>	<b>GUARANTEED MAXIMUM FOR EACH INFLUENT PARAMETER GROUP</b>			
Electricity with odor control system carbon filter blower/heaters	One	Two	Three	Four
Electricity – Energy (kWh/mg)				
Electricity – Demand (kW)				
Electricity without odor control system carbon filter blower/heaters				
Electricity – Energy (kWh/mg)				
Electricity – Demand (kW)				
Natural Gas (ccf)				

**PRICE PROPOSAL FORM P-4**  
**YEAR ONE INSTALLATION COSTS FOR EXCLUDED ITEMS**

<b>EXCLUDED ITEM</b>	<b>YEAR ONE INSTALLATION COSTS</b>
Micro-filtration membrane replacement	
Biofilter media exchange	
Carbon media	

## ICI PRICE PROPOSAL FORM

### FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP

ICI No. 1

#### Influent Pumps

#### SUMMARY OF FIXED DESIGN-BUILD PRICE

#### COST

##### Design Work

Engineering

\$ \_\_\_\_\_

##### Construction Work

\$ \_\_\_\_\_

**Total**

**\$ \_\_\_\_\_**

## ICI PRICE PROPOSAL FORM

### FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP

ICI No. 2

Low Flow EQ Pump No. 4

#### SUMMARY OF FIXED DESIGN-BUILD PRICE

#### COST

##### Design Work

Engineering

\$ \_\_\_\_\_

##### Construction Work

\$ \_\_\_\_\_

**Total**

**\$ \_\_\_\_\_**



**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 3**

**Filter Room Piping**

<b>SUMMARY OF FIXED DESIGN-BUILD PRICE</b>		<b>COST</b>
<u><b>Construction Work</b></u>		\$ _____
<b>Total</b>		\$ _____

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 4**

**Hydroxide Feed and Storage System**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Design Work**

Engineering

\$ \_\_\_\_\_

**Construction Work**

\$ \_\_\_\_\_

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 5**

**Bisulfate Feed and Storage System**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Design Work**

Engineering

\$ \_\_\_\_\_

**Construction Work**

\$ \_\_\_\_\_

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 6**

**Odor Control System Carbon**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 7**

**Electrical Room 1 Harmonic Filter**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 8**

**Influent Pump Variable Frequency Drives**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 9**

**Electrical Room 1 Variable Frequency Drives**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 10**

**Electrical Room 2 Variable Frequency Drives**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**



**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 11**

**Filter Room Exhaust Fans**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 12**

**Air Handling Unit 1 & 2**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 13**

**Air Handling Unit 1 & 2**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 14**

**Chemical Storage Exhaust Fans**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 15**

**Filter Room GUH Thermostats**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 16**

**Rusting Mono-Rail Bases**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 17**

**Masonry Repair**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 18**

**Chemical Fill Station CMU Repair**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Design Work**

Engineering

\$ \_\_\_\_\_

**Construction Work**

\$ \_\_\_\_\_

**Total**

**\$ \_\_\_\_\_**



**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 19**

**Door Hardware Replacement**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 20**

**Door Hardware Replacement**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 21**

**Sludge Handling – Belt Thickener Room Floor**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 22**

**Chemical Unloading Pad**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 23**

**Headworks Building – Exterior Stairs**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 24**

**SBR Electrical Room**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 25**

**Headworks Building – Floor**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 26**

**Headworks Building – Foundation Wall**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**



**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 27**

**Centrifuge System PLC CPUs**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 28**

**Centrifuge System Operator Interface Terminals (OITs)**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 29**

**Fiberoptic Ethernet Switches**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 30**

**Gravity Belt Thickener System Operator Interface Terminals (OITs)**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 31**

**Gravity Belt Thickener System PLC Hardware**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 32**

**Grit System Operator Interface Terminal (OIT)**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 33**

**Pall System Remote IO Hardware**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 34**

**Plant PLC Hardware**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**



**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 35**

**SBR DO Transmitters**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 36**

**SBR System Operator Interface Terminals (OITs)**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 37**

**SBR PLC CPU**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 38**

**SBR Remote IO Hardware**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 39**

**SCADA Network Firewall**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 40**

**Uninterruptible Power Supplies (UPSs)**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 41**

**Common Pall System Control Panel PLC Hardware**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 42**

**Combustible Gas Detectors**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**



**ICI PRICE PROPOSAL FORM**

**FIXED DESIGN-BUILD PRICE FOR EACH INDIVIDUAL ICI IN EACH SUBGROUP**

**ICI No. 43**

**Grit System PLC Hardware**

**SUMMARY OF FIXED DESIGN-BUILD PRICE**

**COST**

**Construction Work**

**\$ \_\_\_\_\_**

**Total**

**\$ \_\_\_\_\_**

## **SCHEDULE A**

### **SITE VISIT PROTOCOL**

**I.** Rockland County Sewer District No.1 (the “District”) is soliciting Proposals for Management Services and Capital Improvements at the Advanced Wastewater Treatment Plant in Hillburn, NY (the “RFP”). A pre-proposal conference and tour has been scheduled as set forth in the RFP. Proposers may also schedule individual Site visits by contacting the District. During every visit to the Site, all Proposers, including any representative, agent, consultant, Subcontractor, Affiliate or interested party, is required to comply with this Site Visit Protocol during access to and inspection of the Site. Failure to do so may result in the rejection of a Proposal.

**II.** Protocol:

- All representatives from a Proposer must attend the same Site visit.
- The District will designate specific individuals to conduct a tour of the facility and answer questions.
- The Proposer, including any member of the team, representative, agent, consultant, Subcontractor, Affiliate or interested party, shall not engage in any communication concerning this RFP with a member of the District, except the individuals specifically identified by the District as allowed to guide Site visits and answer questions from the Proposer.
- The Proposer’s team members must be dressed appropriately for Site visits, including correct footwear and hard hats. Any additional safety equipment required would be supplied by the District.
- Any request for information and clarifications regarding the RFP shall be submitted in writing. No oral information given by a District team member during a Site visit shall be binding. The District is not responsible for any oral explanation given during a Site visit.
- Proposers must comply with any District, Rockland County Board of Health or other applicable policies or orders with regard to any public health protocols that may be required during Site visits.

### **III. Acknowledgement**

The Proposer acknowledges that this Site Visit Protocol is part of the procurement process. The Proposer understands that failure to comply with the requirements may result in the rejection of its Proposal.

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

## **SCHEDULE B**

### **REQUIRED INSURANCE**

**Section 1.1. Insurance.** COMPANY shall, at its own expense, procure and maintain, with insurers reasonably acceptable to the District, the types and amounts of insurance conforming to the requirements set forth herein. Prior to the Contract Date, COMPANY shall ensure that the required insurance is in force and evidence of insurance as provided for in Section 1.1 (a) below, and reasonably acceptable to the District has been provided to and approved by the District. Insurers providing coverage under this section shall meet the following criteria: (i) the insurance company is licensed in the State of New York, and (ii) maintains a Best's financial rating of A or Better.

(a) Evidence of insurance.

As evidence of compliance with the insurance required herein, COMPANY shall furnish the District with:

- (1) A fully completed reasonably satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy signed by an authorized representative of the insurer(s) verifying all required coverages; with respect to Workers Compensation Insurance, Insured Form C-105.2 Or U- 26.3 or its state authorized equivalent and for the required Disability Benefits, Insured Form DB-120.1 or DB-155.
- (2) Thirty (30) days written notice of cancellation, termination or non-renewal to the District for all coverage including ten (10) days written notice of cancellation due to non-payment of premium.
- (3) Upon request from the District, Veolia shall provide the District with copies of all policies for coverage under this section.

Until such insurance is no longer required by the Service Contract, COMPANY shall provide the District with renewal or replacement evidence of insurance five (5) days prior to the expiration or termination of such insurance. In addition, if COMPANY does not provide District with evidence of the insurance coverage required by the Service Contract, after a seven day written notice and cure period, which date shall run from the date upon which the notice of intent to renew the Required Insurance was required to be provided to the District under this paragraph, the District may purchase insurance (at Company's sole expense) to protect the District's interests. This insurance may, but need not, protect the Company's interest. If the District purchases insurance under this section, Company will be responsible for the cost of that insurance, including interest, until the effective date of the cancellation or expiration of the insurance. The cost of insurance under this section may be more than the cost of insurance the Company may be able to obtain on its own.

(b) Workers' Compensation & Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in New York by the National Council of Compensation Insurance. In addition to coverage under the state statute, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$2,000,000	Each Accident
	\$2,000,000	Disease-Policy Limit
	\$2,000,000	Disease-Each Employee

The policy must be endorsed to waive the insurer's right to subrogation against District and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with District and its officials, officers and employees scheduled thereon.

(c) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of New York. Any restrictive endorsements not contained below must be submitted to and approved by the District. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation
- Pollution
- Professional liability
- Asbestos
- Lead
- Extremely low frequency electromagnetic fields
- Methyl-Tert-Butyl Ether
- Radioactive matter
- Benzene
- Nuclear energy
- Silica or silica-related dust

The County, the District and the County and District's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20

10), Additional Insured - Owners, Lessees, or Contractors). The limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$2,000,000	Personal and Advertising Injury
\$2,000,000	Each Occurrence

(d) Business Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 0 1) including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos of the COMPANY. Any restrictive endorsements must be submitted to and approved by the District. Such insurance shall not be subject to any aggregate limit and the limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$2,000,000 Each Accident - Bodily Injury and Property Damage Combined

The County, the District and the County and District's officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

(e) Excess Liability Insurance

Such insurance shall be above the required Commercial General Liability, Business Automobile, and Employer's Liability Insurance to result in an overall liability coverage in the amount of \$10,000,000:

The County, the District and the County and District's officials, officers, and employees shall be included as an "Additional Insureds" on the commercial general liability and automobile liability policies with respect to the COMPANY's duties under the scope of the Service Contract.

(f) Contractor's Pollution Liability.

Such insurance shall cover the COMPANY for liability resulting from pollution or other environmental impairment arising out of, or in connection with work performed on the premises by the COMPANY or subcontracted by the COMPANY including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions relating to Company's Work, as provided for under the Service Contract. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim	\$10,000,000
Annual Aggregate	\$10,000,000

The County, the District and the County and District's officials, officers, and employees shall be included as an "Additional Insureds" on the policy with respect to the COMPANY's duties under the scope of the Service Contract.

(g) Professional Liability

Such insurance shall be on a form reasonably acceptable to the District and shall cover COMPANY for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Service Contract including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. Coverage may be provided as part of the General Liability Insurance coverage provided by COMPANY.

The limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$10,000,000 Each Claim

\$10,000,000 Annual Aggregate

(h) Builder's Risk Insurance for Capital Modifications

In the event that Capital Modifications are performed by the COMPANY, the COMPANY will procure such insurance covering loss, damage, or destruction to the Capital Modifications (including boiler and machinery coverage) caused by physical damage in an amount equal to the replacement cost of the Capital Modifications with no co-insurance provisions written on a completed value form, including increased cost of construction, subject to sub-limits reasonably approved by the District.

The County, the District and the County and District's officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

(i) General Conditions.

The insurance provided by the COMPANY shall apply on a primary basis. Any similar insurance maintained by the District as an additional insured shall be excess of and shall not contribute with the insurance provided by the COMPANY.

Except as otherwise specifically authorized in the Service Contract, the insurance maintained by the COMPANY shall apply on a first dollar basis without application of a deductible or self-insured retention unless said deductible or retention is fully collateralized. Under limited circumstances, the District may permit the application of a deductible or permit the COMPANY to self-insure, in whole or in part, one or more of the insurance coverage required by the Service Contract. The COMPANY shall pay on behalf of the District or District's officials, officers and employees any deductible or self-insured retention applicable to a claim against the District or the District's officials, officers and employees.

COMPANY shall provide the District with at least thirty (30) days' notice of cancellation, termination, and at least ten (10) days' notice for cancellation for non-payment of premium, received for any policy required by the Service Contract for any Required Insurance.

Compliance with these insurance requirements shall not limit the liability of the COMPANY. Any remedy provided to the District by the insurance provided by the COMPANY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the COMPANY) available to the District under the Service Contract or otherwise

Neither approval nor failure to disapprove insurance furnished by the COMPANY shall relieve the COMPANY from responsibility to provide insurance as required by the Service Contract.

**Section 1.2. Additional Waivers.** The District and COMPANY waive all rights against (1) each other and any of their subcontractors, subcontractors' agents, and employees each of the other, and (2) the separate contractors if any, and any of their subcontractors, subcontractors' agents, and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the Service Contract or other property insurance applicable to the Work. The District or COMPANY, as appropriate, shall require separate contractors, if any, and the subcontractors, subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. Any required Builder's Risk policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**Section 1.3 Additional Insurance During Periods of Capital Modification.** Notwithstanding any other provision contained in this Schedule or the Service Contract, the County at its reasonable discretion, may require additional forms and proof of insurance for any periods of time during which the Company is undertaking a Capital Modification in accordance with the Service Contract. The additional insurance requirements will be contained in the Notice to Proceed.



## **SCHEDULE C**

### **PERFORMANCE GUARANTEES**

The Company shall be responsible for meeting all of the following Performance Guarantees:

#### **1.0 PLANT EFFLUENT QUALITY GUARANTEES**

The Company shall operate the Plant so as to receive and treat all Plant Influent and to achieve the Enhanced Standards set forth in the table below, as well as the effluent limitations specified by the SPDES Permit. In addition, the Company shall guarantee compliance with Enhanced Standards in the table below with any unit process off-line.

Enhanced Standards		
Flow	1.5 mgd	30-day average at maximum month conditions
UOD	35.0 mg/L	Daily maximum (June – October)
UOD	120.0 mg/L	Daily maximum (November – May)
BOD <sub>5</sub>	<5 mg/L	30-day average
TSS	<5 mg/L	30-day average
Phosphorus	<0.2 mg/L	30-day average
Ammonia	<1 mg/L	30-day average (year round)
Total Nitrogen	<8 mg/L	30-day average
Fecal Coliform	<200/100 mg/L	Daily maximum
Giardia cysts	99.9% removal	Daily minimum
Enteric viruses	99.99% removal	Daily minimum
TRC	0.1 mg/L	Daily maximum
DO	7.0 mg/L	Daily minimum
PH	6.5-8.5 SU	Range
Settleable solids	0.1 mg/L	Daily maximum

Note: 1. The Plant shall be capable of achieving all priority pollutant (such as metals) limits established by the New York State Department of Environmental Conservation in the SPDES permit.

2. Effluent temperature shall be monitored on a daily basis.

3. Influent/Effluent TKN shall be monitored on a daily basis.

#### **2.0 ODOR CONTROL GUARANTEE**

The Company shall comply with the Odor Control Guarantee, including the on-site, off-site, and equipment components delineated below, all times the Plant is in operations. In general, the Company shall operate, maintain, and manage the Plant to eliminate or minimize off-site odor impacts.

## **2.1 On-Site Odor Control**

Specific requirements of the on-site component are as follows:

- Operation of the Plant in accordance with the Odor Control Plan,
- An odor concentration of 7 D/T (dilution to threshold ratio) or less at the Site border,
- An odor concentration of 14 D/T (dilution to threshold ratio or less at the inlet to the administration and maintenance area HVAC system and in the visitor parking area).

## **2.2 Off-Site Odor Control**

The Company shall operate and maintain the Plant in accordance with Appendix 5 (Odor Control Plan).

## **2.3 Equipment Odor Control**

Specific requirements of the equipment components are as follows:

- Collect and treat odorous air to remove a minimum of 99.5 percent of hydrogen sulfide (H<sub>2</sub>S) over the entire range of influent hydrogen sulfide concentrations, or 20 parts per billion by volume (ppbv) at the outlet, whichever is more stringent. Performance must be demonstrated by comparison of concentration of H<sub>2</sub>S in the inlet and outlet of the odor treatment equipment, at actual and at 10 ppm inlet concentrations, as measured in ppbv and removal efficiency (%).
- Ventilate and treat odor of enclosed non-manned tank headspace, channels and/or within equipment enclosures at a rate of either six air changes per hour or sufficient to maintain a negative pressure within these spaces of at least 0.10 inches water column (not to exceed 0.25 inches).
- Ventilate and treat odor in process areas where personnel perform operations and maintenance duties at the minimum rate specified via NFPA 820 or Recommend Standards for Wastewater Facilities (10-State Standards).

## **3.0 SLUDGE QUALITY GUARANTEE**

The Company will be required to demonstrate monthly that the dewatering system is capable of meeting the dewatering performance guarantee of 16.5% cake solids content calculated on a twelve month rolling average basis.

The Company will be required to demonstrate periodically that the dewatering system is capable of achieving the dewatering performance guarantee of 95% capture.

All Sludge processing shall meet at a minimum 40 CRF Part 503, Subparts C and D, Method 9095 Paint Filter Liquid Test as described in “Test Methods for Evaluating Solid Waste Physical/Chemical Methods” (EPA Publication No. SW-846).

SCHEDULE D  
SERVICE CONTRACT

[INCLUDED AS A SEPARATE FILE]

## **SCHEDULE E**

### **SERVICE FEE FORMULA**

#### **1.0 SERVICE FEE GENERALLY**

As compensation for the Company's performing the Management Services under the Service Contract, the District will pay the Service Fee to the Company which shall be calculated according to the Service Contract. This schedule generally describes the Service Fee.

#### **2.0 SERVICE FEE FORMULA**

The Service Fee shall be calculated in accordance with the following formula:

$$ASF = BF + EI$$

Where

ASF = Annual Service Fee

BF = Base Fee

EI = Extraordinary Items

Each component of the Service Fee shall be determined as follows.

#### **2.1 Base Fee Components**

The Base Fee shall be calculated in accordance with the following formula:

$$BF = FC + VC + CC$$

$$VC = LAE + FAE$$

Where

FC = Fixed Component

VC = Variable Component

CC = Chemical Component

LAE = Loadings Adjustment Element

FAE = Flow Adjustment Element

## **2.2 Fixed Component**

The Fixed Component of the Base Fee in any Contract Year shall be one of the fixed amounts proposed, depending upon the Influent Parameter Group selected by the District as applicable in that Contract Year. Influent Parameter Groups have been specified in order to establish a baseline scope of work to be performed by the Company in any Contract Year. A Fixed Component, the Variable Component (Loadings Adjustment Element and the Flow Adjustment Element) have been established for each separate Influent Parameter Group reflective of the scope of work involved in treating the various groups of Influent parameters.

## **2.3 Variable Component**

The Loadings Adjustment Element fees and the Flow Adjustment Element fee will be proposed by Proposers and are intended to compensate the Company for variations in the Influent flow and loadings. The Flow and Loadings Adjustment Elements in the years following the first Contract Year will be multiplied by the Adjustment Factor.

### **2.3.1 Loadings Adjustment Element.**

The Loadings Adjustment Element for a Contract Year shall be equal to the sum of (1) the BOD<sub>5</sub> Loading Adjustment, (2) the TSS Loading Adjustment, (3) the Ammonia Loading Adjustment (4) the Phosphorous Loading Adjustment; and (5) the TKN Adjustment. These adjustment elements shall only be positive, should the formulas result in a negative value the adjustment shall be deemed to be zero.

#### BOD<sub>5</sub> Adjustment

The BOD<sub>5</sub> Loadings Adjustment shall be determined by multiplying: (1) the BOD<sub>5</sub> Loading Adjustment Fee applicable for that Contract Year, times (2) the difference between (a) the annual average BOD<sub>5</sub> loading, measured in pounds per day, in the Contract Year and (b) the BOD<sub>5</sub> Influent Parameter for that Contract Year.

#### TSS Adjustment

The TSS Loading Adjustment shall be determined by multiplying: (1) the TSS Loading Adjustment Fee applicable for that Contract Year, times (2) the difference between (a) the annual average TSS loading, measured in pounds per day, in the Contract Year and (b) the TSS Influent Parameter for that Contract Year.

### Ammonia Adjustment

The Ammonia Loading Adjustment shall be determined by multiplying: (1) the Ammonia Loading Adjustment Fee applicable for that Contract Year, times (2) the difference between (a) the annual average Ammonia loading, measured in pounds per day, in the Contract Year and (b) the Ammonia Influent Parameter for that Contract Year.

### Phosphorous Adjustment

The Phosphorous Loading Adjustment shall be determined by multiplying: (1) the Phosphorous Loading Adjustment Fee applicable for that Contract Year, times (2) the difference between (a) the annual average Phosphorous loading, measured in pounds per day, in the Contract Year and (b) the Phosphorous Influent Parameter for that Contract Year.

### TKN Adjustment

The TKN Loading Adjustment shall be determined by multiplying: (1) the TKN Loading Adjustment Fee applicable for that Contract Year, times (2) the difference between (a) the annual average TKN loading, measured in pounds per day, in the Contract Year and (b) the TKN Influent Parameter for that Contract Year.

## **2.3.1 Flow Adjustment Element**

If the annual average flow, measured in million gallons per day, is less than or equal to the product of the Influent Parameter relating to flow applicable for a Contract Year, then the Flow Adjustment shall be equal to zero. If the annual average flow, measured in million gallons per day, is greater than the Influent Parameter relating to flow applicable for a Contract Year, then the Flow Adjustment shall be determined by multiplying: (1) the Flow Adjustment Fee applicable for the Contract Year, times (2) the difference between (a) the annual average Flow measured in million gallons per day in the Contract Year and (b) the Flow Influent Parameter for the Contract Year.

## **2.4 Chemicals Component**

The Chemicals Component of the Base Fee in any Contract Year shall be one of the fixed amounts set forth in the Service Contract, depending upon the Plant Influent Parameter Group selected by the District as applicable in that Contract Year. Specific Chemicals Components have been established for each separate Plant Influent Parameter Group reflective of the scope of work involved in treating the various groups of Plant Influent parameters.

## 2.5 Extraordinary Items Charge or Credit

The Extraordinary Items component of the Service Fee, which may be a charge or a credit, shall be equal to the sum of (1) the amounts payable by the County for increased operation, maintenance or other costs incurred on account of the occurrence of an Upset, the receipt of Excessive Influent, or the occurrence of other Uncontrollable Circumstances which are chargeable to the County hereunder, net of any operation, maintenance or other cost savings achieved by the Company in mitigating the effects of the occurrence of such an Uncontrollable Circumstance, plus (2) the adjustments to the Service Fee resulting from any Capital Modifications or the benefits of which accrue to the County, under the provisions of the Service Agreement, minus (3) any Service Fee reductions due to Company non-performance specifically provided for in the Service Agreement, plus or minus (4) any other increase or reduction in the Service Fee provided for under any other Article of the Service Agreement, and (5) minus utility costs paid by the district for utilities usage beyond the amounts guaranteed by the Company.

## 2.6 Annual Adjustments

- A. The Fixed Component Adjustment Factor. The Fixed Component for each Contract Year shall be the current amount multiplied by the following “Fixed Component Adjustment Factor”:

$$AF = (SFEFN \div SFEFPD)$$

where,

AF = Adjustment Factor

SFEFN = The SFEF (Service Fee Escalation Factor) value for the first month of the subject Contract Year.

SFEFPD = [            ], the SFEF value for the month of the Contract Date for items not related to the Fixed Component and [            ] for the Fixed Component.

- B. The Chemicals Component Adjustment Factor. The Chemicals Component for each Contract Year shall be the current amount multiplied by the following “chemicals adjustment factor”.

$$CF = (CCEFN \div CCEFPD)$$

where,

CCEFN = The CCEF (Chemical Cost Escalation Factor) value for the first month of the subject Contract Year.

CCEFPD = [     ] the CCEF value for the month of the Contract Date for items not related to the Chemicals Component and [     ] for the Chemicals Component.

## 2.7 Sample Adjustment Calculation

Assume that the Contract Year Influent Parameters are:

### Influent Parameters: Group 1

BOD <sub>5</sub> Load (lbs./day)	1000
TSS Load (lbs./day)	1000
Ammonia (lbs./day)	120
Phosphorous (lbs./day)	40
TKN (lbs./day)	200
Flow (mgd)	0.6

Assume that the Contract Year Influent Adjustment Fees are:

### Influent Parameters: Group 1

BOD <sub>5</sub>	\$ 50 /lb-BOD/d
TSS	\$ 30 /lb-TSS/d
Ammonia	\$ 40 /lb-NH <sub>3</sub> /d
Phosphorous	\$ 70 /lb- P/d
TKN	\$ 60 /lb-TKN/d
MGD	\$ 50,000 /MGD

Assume that the Contract Year annual average parameter values are:

BOD <sub>5</sub> Load (lbs./day)	1095
TSS Load (lbs./day)	960
Ammonia (lbs./day)	150
Phosphorous (lbs./day)	50
TKN (lbs./day)	230
Flow (mgd)	0.68

The resulting adjustments to the Annual Service Fee are as follows:

BOD<sub>5</sub>                    (1095 lbs./day minus 1000 lbs./day) x \$ 50 per lbs./day = \$ 4,750



TSS	960 lbs./day is less than 1000 lbs./day -- No adjustment
Ammonia	$(150 \text{ lbs./day} \text{ minus } 120 \text{ lbs./day}) \times \$ 40 = \$1,200$
Phosphorous	$(50 \text{ lbs./day} \text{ minus } 40 \text{ lbs./day}) \times \$ 70 = \$ 700$
TKN	230 lbs./day is less than 250 lbs./day -- No adjustment
Flow	$(0.68 \text{ lbs./day} \text{ minus } 0.6) \times \$ 50,000 = \$4,000$

## **SCHEDULE F**

### **FORM OF PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we [NAME OF PROPOSER], as Principal (hereinafter the “Proposer”) and [NAME OF SURETY], a [Corporation, Partnership, LLC, etc.] duly organized under the laws of the State of [\_\_\_\_\_] , as Surety, are held and firmly bound unto the Rockland County Sewer District No. 1, Rockland County, New York (hereinafter “the District”), as Obligee, in the sum of [\_\_\_\_\_] Dollars (\$\_\_\_\_\_) lawful money of the United States of America to be paid to the District, its successors or assigns, for which payment, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents; and

WHEREAS, the above-named Proposer has submitted or is about to submit to the District a Proposal to provide management services and perform capital improvements at the Advanced Wastewater Treatment Plan in Hillburn, NY as described in the Request for Proposals for Management Services and Capital Improvements at the Advanced Wastewater Treatment Plan in Hillburn, NY, dated September 9, 2024 (the “RFP”), issued by the District and covered by the Proposal submitted by the Proposer in response thereto, which Proposal is made a part hereof.

NOW, THEREFORE, the Surety hereby understands that if the above-referenced Proposer is selected by the District as a preferred Proposer, then the Proposer will enter into the Contract and the surety bonds acceptable to the District ensuring faithful performance of the Contract will be delivered to the District within the time specified in the RFP, or any extension thereof agreed to in writing by the District. Surety hereby agrees that if the Proposer shall fail to do so, Surety will pay to the District, as liquidated damages, the full amount of this bond within thirty (30) calendar days after receipt by Proposer and Surety of written notice of such failure from the District, which notice shall be given with reasonable promptness, identifying this bond and including a statement of the amount due. Upon execution of the Contract and delivery of the performance bond, this bond shall thereafter become null and void, otherwise to remain in full force and effect unless terminated as hereinafter provided.

It is agreed that this bond shall become effective on the date the Proposal is submitted and will continue in full force and effect for one hundred eighty (180) days from such date of submittal (unless extended for up to an additional one hundred eighty (180) days) or until terminated as hereinafter provided.

If the Proposal is not accepted within the time specified in the RFP, or any extension thereof agreed to in writing by the District, then after written notice by the District of such non-acceptance, this bond may be terminated by the Surety or Proposer upon written notice to each other and to the District by registered mail at least ten (10) days prior to the termination date specified in such notice. Upon the giving of such notice, Surety shall be discharged from all liability under this bond for any act or omission of the Proposer occurring after the date of the notice of non-acceptance.

Any suit or action under this bond shall be commenced only in a court of competent jurisdiction located in the State of New York.

IN WITNESS WHEREOF, Surety and Proposer, intending to be legally bound hereby, do each cause this Proposal bond to be duly executed on its behalf by its authorized officers, agent or representative.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

SURETY

PROPOSER

[NAME OF SURETY]

[NAME OF PROPOSER]

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

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

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

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

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

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

## SCHEDULE G

### FORM OF LABOR AND MATERIALS PAYMENT BOND

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, that we [ \_\_\_\_\_ ] with a place of business at \_\_\_\_\_ as principal (the “Principal”), and \_\_\_\_\_, a [ \_\_\_\_\_ ] qualified to do business in the State of New York, with a place of business at \_\_\_\_\_ as Surety (the “Surety”), are held and firmly bound unto Rockland County Sewer District No. 1 as Obligee (the “Obligee”), in the sum of [ \_\_\_\_\_ ] Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of [ \_\_\_\_\_ ], and entitled Contract for Management Services and Capital Improvements at the Advanced Wastewater Treatment Plant in Hillburn, NY (the “Contract”).

NOW, THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors under said Contract shall promptly pay for all labor performed or furnished and for all materials and equipment used or employed in said Contract (including any amendments or modifications thereto), notice to the Surety of such amendments or modifications being hereby waived, and defends, indemnifies and holds harmless the Obligee from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in performance of the Contract, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

The Surety’s obligation to the Obligee under this Bond shall arise after the Obligee provides notice to the Principal and Surety of claims, demands, liens or suits against the Obligee or the Obligee’s property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract.

The Surety shall promptly and at the Surety’s expense defend, indemnify and hold harmless the Obligee against any duly tendered claim, demand, lien or suit against the Obligee or the Obligee’s property.

IN WITNESS WHEREFORE, the Principal and Surety have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PRINCIPAL

\_\_\_\_\_

[Name and Seal]

[Title]

SURETY

\_\_\_\_\_

[Name and Seal]

[Title]

---

[Address]

---

[Phone]

Attest: \_\_\_\_\_

The rate of the Bond is \_\_\_\_\_% of the first \$ \_\_\_\_\_ and \_\_\_\_\_% for the next  
\$ \_\_\_\_\_. The total premium for this Bond is \$ \_\_\_\_\_.

---

[Address]

---

[Phone]

Attest: \_\_\_\_\_

## SCHEDULE H

### FORM OF CONSTRUCTION PERFORMANCE BOND

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, that we \_\_\_\_\_ with a place of business at \_\_\_\_\_ as principal (the "Principal"), and \_\_\_\_\_, a [\_\_\_\_\_] qualified to do business in the State of New York, with a place of business at \_\_\_\_\_ as Surety (the "Surety"), are held and firmly bound unto Rockland County Sewer District No. 1 as Obligee (the "Obligee"), in the sum of *[insert amount and spell out bond penal sum]* lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of \_\_\_\_\_, and entitled Contract for Management Services and Capital Improvements at the Advanced Wastewater Treatment Plant in Hillburn, NY (the "Contract").

NOW THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors or suppliers under said Contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms, and conditions of said Contract on its part to be kept and performed during the original term of said Contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life and including any guarantee required under the Contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions, the obligations of the Surety set forth herein shall become null and void; otherwise such obligations shall remain in full force and virtue.

WHENEVER the Principal shall be declared by the Obligee to be in default under the Contract, the Obligee having performed the Obligee's material obligations thereunder, at the Obligee's option as declared in writing, the Surety may promptly remedy the default whatever it may be or shall promptly perform the Contract in accordance with all of its terms and conditions. To the extent that the Obligee elects to not have the Surety remedy the default nor promptly perform the Contract, the Surety shall make payment to the Obligee up to the Penal Sum of this instrument.

IN THE EVENT the Contract is abandoned by the Principal, or is terminated by the Obligee under the applicable provisions of the Contract, the Surety hereby further agrees that the Surety shall, if requested in writing by the Obligee, promptly take all such actions as are necessary to complete said Contract in accordance with its terms and conditions. To the extent that the Obligee elects not to require the Surety to take all such actions as are necessary to complete said Contract, the Surety shall make payment to the Obligee up to the Penal Sum of this instrument.

IN WITNESS WHEREFORE, the Principal and Surety have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PRINCIPAL SURETY

\_\_\_\_\_

\_\_\_\_\_  
[Name and Seal] [Attorney-In-Fact][Seal]

\_\_\_\_\_  
[Title] [Address]

\_\_\_\_\_  
[Phone]

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_

The rate for this Bond is \_\_\_\_\_% of the first \$ \_\_\_\_\_ and \_\_\_\_\_% for the next \$ \_\_\_\_\_.

The total premium for this Bond is \$ \_\_\_\_\_.

*[END OF CONSTRUCTION PERFORMANCE BOND]*

## SCHEDULE I

### FORM OF OPERATIONS PERFORMANCE BOND

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENT**, that we \_\_\_\_\_ with a place of business at \_\_\_\_\_ as principal (the “Principal”), and \_\_\_\_\_, a [corporation] qualified to do business in the State of New York, with a place of business at \_\_\_\_\_ as Surety (the “Surety”), are held and firmly bound unto Rockland County Sewer District No. 1 as Obligee (the “Obligee”), in the sum of *one million dollars (\$1,000,000.00)* lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS**, the Principal has assumed and made a contract with the Obligee, bearing the date of \_\_\_\_\_, and entitled Management Services and Capital Improvements at the Advanced Wastewater Treatment Plant in Hillburn, NY (the “Agreement”).

**NOW THE CONDITIONS** of this obligation are such that if the Principal and all Subcontractors or suppliers under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms, and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life and including any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions. The obligations of the Surety set forth herein shall become null and void only if expressly waived in writing by the Obligee Rockland County Solid Waste Management Authority; otherwise such obligations shall remain in full force and virtue.

**IN THE EVENT** the Agreement is abandoned by the Principal, or is terminated by the Obligee, Rockland County Sewer District No. 1, under the applicable provisions of the Agreement, the Surety hereby further agrees that the Surety shall, if requested in writing by Rockland County Sewer District No. 1, promptly take all such actions as is necessary to complete said Agreement in accordance with its terms and conditions.

**IN WITNESS WHEREFORE**, the Principal and Surety have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PRINCIPAL SURETY

\_\_\_\_\_

\_\_\_\_\_  
[Name and Seal] [Attorney-In-Fact][Seal]



\_\_\_\_\_  
[Title] [Address]

\_\_\_\_\_  
[Phone]

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_

The rate for this Bond is \_\_\_\_\_% of the first \$\_\_\_\_\_ and \_\_\_\_\_% for the next  
\$\_\_\_\_\_.

The total premium for this Bond is \$\_\_\_\_\_.

*[END OF OPERATIONS  
PERFORMANCE BOND]*

SCHEDULE J  
SCOPE OF INITIAL CAPITAL  
IMPROVEMENTS

## **ICI No. 1**

### **Influent Pumps**

**Description:** Replace three (3) submersible influent pumps. Ther pumps shall match the existing pumping conditions and be manufactured by Flygt.

**Location:** Influent Pump Station

#### **Related**

**Improvements:** Remove, replace and reconnect the existing influent pumps. Modify existing power and control conduit and conductors as necessary to match the new pumps.

**Design:** Provide design documents with proposal for review by district Engineers.

## ICI No. 2

### Low Flow EQ Pump No. 4

**Description:** Low flow EQ Pump 4 shall be replaced. The pump shall be a Flowserv pump with the same capacities as Low Flow EQ Pumps 1 through 3.

**Location:** Filter Room

#### **Related**

**Improvements:** The replacement of Low Flow EQ Pump 4 to have the same capacity as pumps 1 through 3 will include all necessary modifications to the suction and discharge piping. In addition, Low Flow EQ pump No. 4 replacement will include new electrical conduit, conductors and modifications to power feed and controls.

**Design:** Provide design drawings with proposal for review by district Engineer.

### ICI No. 3

#### Filter Room Piping

**Description:** Replace the sand filter effluent piping and valves.

**Location:** Filter Room

**Related**

**Improvements:** The sand filter shall remain in operation while the piping is removed and reinstalled.

#### ICI No. 4

### Hydroxide Feed and Storage System

**Description:** Replace the existing Hydroxide Feed and Storage System. The Hydroxide Feed and Storage System includes all piping, pumps, valves, tanks, feed control systems, electrical conduit and conductor's and control panels. All equipment shall match existing materials and manufactures. Remove and replace all accessories related to the Hydroxide Feed and Storage System. Repaint containment area and other areas exposed to chemical contact with chemical resistant paint as recommended by Tnemec or equal.

**Location:** Chemical Feed Room

#### **Related**

**Improvements:** Remove and replace all accessories related to the Hydroxide Feed and Storage System. Repaint containment area and other areas exposed to chemical contact with chemical resistant paint as recommended by Tnemec or equal.

**Design:** Provide design documents with proposal for review by district Engineer.

## ICI No. 5

### Bisulfate Feed and Storage System

**Description:** Replace the existing Bisulfate Feed and Storage System. The Bisulfate Feed and Storage System includes all piping, pumps, valves, tanks, feed control system, electrical conduit and conductors and control panels. All accessories shall match existing materials and manufacturers.

**Location:** Chemical Feed Room

#### **Related**

**Improvements:** Remove and replace all accessories related to Bisulfate Feed and Storage. Repaint containment area and other areas exposed to chemical contact with chemical resistant paint as recommended by Tnemec or equal.

**Design:** Provide design documents with proposal for review by district Engineer.

## ICI No. 6

### Odor Control System Carbon

**Description:** Replace the plastic media in the Odor Control System.

**Location:** Odor Control Area

#### **Related**

**Improvements:** The existing carbon should be replaced as virgin carbon type. Carbon manufacturer shall inspect the existing system and verify type of carbon to be installed..



## ICI No. 7

### Electrical Room 1 Harmonic Filter

**Description:** Replace the existing 200kVAR harmonic filter with power factor correction capacitors and appurtenances.

The harmonic filter shall be model automatic PowerLogic PFC Smart Capacitor Bank, 200kVAR, manufactured by Schneider Electric (Square D) in NEMA 12 enclosure.

**Location:** Electrical Room 1

#### **Related**

**Improvements:** Existing conduit and wire shall be extended as required for the installation. Remove existing floor standing enclosure and install replacement filter in place.

## ICI No. 8

### Influent Pump Variable Frequency Drives

**Description:** Replace the 3 existing 40HP Influent Pump Variable Frequency Drives (VFD-21, VFD-22 and VFD-23) with bypass and appurtenances.

The VFDs shall be model Altivar Process 660 drive systems manufactured by Schneider Electric (Square D) in NEMA 12 enclosures with input circuit breakers.

**Location:** Influent Pump Station

#### **Related**

**Improvements:** Existing conduit and wire shall be extended as required for the installation. Remove existing wall mount enclosures and install replacement drives in place.

## ICI No. 9

### Electrical Room 1 Variable Frequency Drives

**Description:** Replace the 3 existing 125HP SBR Blower variable frequency drives (VFD-811, VFD-812 and VFD-813) with bypass and appurtenances.

Replace the 3 existing 40HP Mixing Blower variable frequency drives (VFD-821, VFD-822 and VFD-823) with bypass and appurtenances.

Replace the 2 existing Sludge Transfer Pump variable frequency drives (VFD-381 and VFD-382) with bypass and appurtenances. Verify horsepower rating in field, match existing.

Replace the 2 existing Centrifuge Feed Pump variable frequency drives (VFD-971 and VFD-972) with bypass and appurtenances. Verify horsepower rating in field, match existing.

The VFDs shall be model Altivar Process 660 drive systems manufactured by Schneider Electric (Square D) in NEMA 12 enclosures with input circuit breakers.

**Location:** Electrical Room 1

#### **Related**

**Improvements:** Existing conduit and wire shall be extended as required for the installation. Remove existing wall mount enclosures and install replacement drives in place.

## ICI No. 10

### Electrical Room 2 Variable Frequency Drives

**Description:** Replace the 2 existing VFD-831 and VFD-832 variable frequency drives with bypass and appurtenances. Verify horsepower rating in field, match existing.

Replace the 3 existing 30HP Effluent Pump variable frequency drives (VFD-701, VFD-702 and VFD-703) with bypass and appurtenances.

Replace the 2 existing 20HP Low Flow EQ Pump variable frequency drives (VFD-281 and VFD-282) with bypass and appurtenances.

Replace the 1 existing 7.5HP Low Flow EQ Pump variable frequency drives (VFD-283) with bypass and appurtenances.

Replace the 1 existing 4HP Low Flow EQ Pump variable frequency drives (VFD-284) with bypass and appurtenances.

Replace the 3 existing 20HP MF Feed Pump variable frequency drives (VFD-331, VFD-332 and VFD-333) with bypass and appurtenances.

The VFDs shall be model Altivar Process 660 drive systems manufactured by Schneider Electric (Square D) in NEMA 12 enclosures with input circuit breakers.

**Location:** Electrical Room 2

#### **Related**

**Improvements:** Existing conduit and wire shall be extended as required for the installation. Remove existing wall mount enclosures and install replacement drives in place.

**ICI No. 11**

**Filter Room Exhaust Fans**

**Description:** Replace the existing 3 exhaust fans with all aluminum construction exhaust fans rated for the environment.

The exhaust fans shall be model XW manufactured by Loren Cook.

**Location:** Filter Room

**Related**

**Improvements:** Existing conduit and wire shall be extended as required for the installation. Provide supports as necessary.

**ICI No. 12**

**Air Handling Unit 1 & 2**

**Description:** Replace the existing air handling units in kind.

The air handlers shall be M series manufactured by Trane.

**Location:** HVAC Mezzanine Room

**Related**

**Improvements:** Existing conduit and wire shall be extended as required for the installation. Adjust associated duct as necessary.

**ICI No. 13**

**Air Handling Unit 1 & 2**

**Description:** Replace the existing ducted split system units in kind.

The air handlers shall be TWE manufactured by Trane.  
The condensers shall be TTA manufactured by Trane.

**Location:** ACU-1: Blower Room  
ACU-2: Filter Room

**Related**

**Improvements:** Existing conduit and wire shall be extended as required for the installation. Adjust associated duct as necessary. Provide new interconnecting refrigerant piping and piping insulation.

**ICI No. 14**

**Chemical Storage Exhaust Fans**

**Description:** Replace the existing exhaust fan with all aluminum construction exhaust fans rated for the environment.

The exhaust fans shall be model CV manufactured by Loren Cook.

**Location:** Chemical Storage Room

**Related**

**Improvements:** Existing conduit and wire shall be extended as required for the installation. Provide supports as necessary. Adjust associated duct as necessary.



**ICI No. 15**

**Filter Room GUH Thermostats**

**Description:** Replace the existing 6 thermostats with thermostats rated for the environment.  
The thermostat shall be model EPETD8D manufactured by TPI Corporation.

**Location:** Filter Room

**Related**  
**Improvements:** Existing conduit and wire shall be extended as required for the installation.

ICI No. 16

**Rusting Mono-Rail Bases**

**Description:** Mono-rail bases rusting.

**Location:** Influent Pump Station

**Related**

**Improvements:** Paint rusting mono-rail bases to 12" above effected area:

General Ferrous Metal

SYSTEM M-4	SHERWIN-WILLIAMS	PPG	TNEMEC	REMARKS
Surface preparation	SSPC-SP6/NACE 3 Commercial Blast Cleaning			Shop
Prime coat	Macropoxy 646	Amerlock 2/400	Series 1 2.5-3.0 mils	Shop
Intermediate coat	Macropoxy 646	Amerlock 2/400	Series 66HS 3.0-5.0 mils	--
Finish coat	Hi-Solids Polyurethane 250 Polyurethane Semi-Gloss	Amercoat 450H	Series 1095-Color Endura-Shield 3.0-5.0 mils	Total DFT – 10.5 mils minimum

**ICI No. 17**

**Masonry Repair**

**Description:** Damaged CMU veneer on column @ Main Entry

**Location:** Building Exterior D-100 Entry Canopy column

**Related**

**Improvements:** Repair / replace existing damaged CMU veneer. Clean existing CMU columns to remove any dirt and coat both columns with W.R. Meadows Pentreat 244-20 sealant. Add sealant at column to sidewalk joints with Two Component, Self-Leveling Polyurethane Sealant - Sika Sikaflex 2cSL or equal.

**ICI No. 18**

**Chemical Fill Station CMU Repair**

**Description:** Add elbow plus pipe extension to the existing Chemical Fill Port line drain to divert chemicals away from the building.  
Add elbow plus pipe extension to the existing Eye Wash Line drain to divert water away from the building.

**Location:** Building Exterior at Chemical Fill Area

**Related**

**Improvements:** Repoint existing CMU veneer in the area affected. Clean area with a Prosoco Cleaning product that is recommended for the stain. Coat area with W.R. Meadows Pentreat 244-20 sealant. Add sealant at building to sidewalk joint with Two Component, Self-Leveling Polyurethane Sealant - Sika Sikaflex 2cSL or equal.

**ICI No. 19**

**Door Hardware Replacement**

**Description:** Replace Door hardware that is showing rust and deterioration

**Location:** Filter Room A-302

**Related**

**Improvements:** Replace hardware element with new product that has a stainless-steel finish. Contractor to reuse existing lock cylinders if capable or key new cylinders to match existing keying.

**ICI No. 20**

**Door Hardware Replacement**

**Description:** Replace Door hardware that is showing rust and deterioration

**Location:** Chemical Room A-300

**Related**

**Improvements:** Replace hardware element with new product that has a stainless-steel finish. Contractor to reuse existing lock cylinders if capable or key new cylinders to match existing keying.

**ICI No. 21**

**Sludge Handling – Belt Thickener Room Floor**

**Description:** Patch deteriorated concrete located at (3) floor drains. The quantity of deteriorated concrete to be repaired is approximately 50 square feet.

**Location:** Sludge Handling Building

**Related Improvements:** Deteriorated concrete shall be cleaned and prepared per product manufacturer's recommendations prior to installation of patching mortar. For horizontal surfaces use SikaQuick 1000 patching mortar or similar.

**ICI No. 22**

**Chemical Unloading Pad**

**Description:** Exterior surface of the chemical unloading concrete pad has some minor spalling which should be repaired. Additionally, the entire surface should be coated with an epoxy coating to protect. The quantity of pad to be coated is approximately 500 square feet. Spalling and patching is approximately 10 square feet.

**Location:** Chemical Unloading Pad

**Related**

**Improvements:** All surfaces to be coated including cracks and spalls shall be cleaned and prepped per product manufacturer's recommendations prior to installation of coating. For horizontal surfaces use SikaQuick 1000 patching mortar or similar. All cracks shall be repaired utilizing Sikadur 35, Hi-Mod LV epoxy resin or similar. Epoxy coating shall be (2) coats of epoxy coating such as Sikagard 62 or similar.



## ICI No. 23

### Headworks Building – Exterior Stairs

**Description:** Clean and remove all spalling concrete. Coat all concrete stair walking surfaces with pedestrian coating. Remove and replace all stair nosing's. Approximately 250 square feet and 20 nosing's.

**Location:** Headworks Building

#### **Related**

**Improvements:** All surfaces to be coated including cracks and spalls shall be cleaned and prepped per product manufacturer's recommendations prior to installation of coating. For horizontal surfaces use SikaQuick 1000 patching mortar or similar. For vertical surfaces use SikaQuick VOH repair mortar or similar. All cracks should be repaired utilizing Sikadur 35, Hi-Mod LV epoxy resin or similar. Pedestrian coating should be applied at a minimum thickness of 35 mils with an integrated anti-skid surface such as Sikalastic-726 Balcony One Shot or similar. Nosing's should match existing style, profile and type currently installed. Any cracks or spalls discovered during prep and install shall be repaired prior to installation of coating and nosing's.

**ICI No. 24**

**SBR Electrical Room**

**Description:** Shrinkage cracks located in the concrete slab of the SBR electrical room should be routed and filled. The quantity of cracks to be repaired is approximately 40 lineal feet.

**Location:** SBR Tank

**Related Improvements:** Cracks shall be cleaned and prepped per product manufacturer's recommendations prior to repair. All cracks shall be repaired utilizing Sikadur 35, Hi-Mod LV epoxy resin or similar.

**ICI No. 25**

**Headworks Building – Floor**

**Description:** Remove and replace existing floor coating with new epoxy coating. The quantity of floor to be coated is approximately 2,500 square feet.

**Location:** Headworks Building

**Related**

**Improvements:** Any cracks or spalls discovered during prep and install shall be repaired prior to installation of coating. All surfaces to be coated including cracks and spalls shall be cleaned and prepped per product manufacturer's recommendations prior to installation of coating. For horizontal surfaces use SikaQuick 1000 patching mortar or similar for spalls. All cracks should be repaired utilizing Sikadur 35, Hi-Mod LV epoxy resin or similar. Epoxy coating shall be (2) coats of epoxy coating such as Sikagard 62 or similar.

**ICI No. 26**

**Headworks Building – Foundation Wall**

**Description:** Exterior Northeast corner of foundation wall at the SBR level is delaminating/spalling. Should be cleaned and patched to prevent accelerated deterioration of wall before reinforcing is exposed. The quantity of repair is approximately 10 square feet.

**Location:** Headworks Building

**Related**

**Improvements:** Spalls shall be cleaned and prepped per product manufacturers recommendations prior to installation of patching mortar. For horizontal surfaces use SikaQuick 1000 patching mortar or similar.

**ICI No. 27**

**Centrifuge System PLC CPUs**

**Description:** Upgrade existing Centrifuge System PLCs (2) CPUs. The new PLC CPUs shall be Allen Bradley model 1769-L33ER.

**Location:** Dewatering Building, Centrifuge PLCs.

**Related Improvements:**

Work shall include:

1. Obtain existing PLC wiring diagrams in AutoCAD or recreate existing drawings in AutoCAD, if unavailable from original vendor. Update wiring diagrams in AutoCAD to reflect the described improvements. Submit final as-built diagrams to Owner in AutoCAD format.
2. Remove existing PLC CPUs and replace with compatible model replacement CPUs identified in the described improvements.
3. Obtain electronic copy of existing PLC program from the original programmer, convert PLC program to the latest software and firmware versions supported by the provided CPU, download to new CPU, test, tune, debug, and demonstrate the upgraded systems preserve all existing functionality to the Owner.
4. Update HMI application database to reflect new PLC addressing and validate equivalent HMI performance through all modes of operation via manipulation of equipment in the field.
5. Provide electronic copy of final and fully annotated, converted PLC program to the Owner on USB media.
6. Package, label, and return removed PLC components to Owner.

**ICI No. 28**

**Centrifuge System Operator Interface Terminals (OITs)**

**Description:** Upgrade existing Centrifuge System OITs. The new OIT model shall be Allen Bradley PanelView Plus model 2711P-T10C21D8S.

**Location:** Dewatering Building, Centrifuge PLC enclosures (2)

**Related Improvements:**

Work shall include:

1. Obtain existing PLC wiring diagrams in AutoCAD or recreate existing drawings in AutoCAD, if unavailable from original vendor. Update wiring diagrams in AutoCAD to reflect the described improvements. Submit final as-built diagrams to Owner in AutoCAD format.
2. Remove existing OITs and replace with compatible model replacement OITs identified in the described improvements.
3. Obtain electronic copy of existing OIT program from the original programmer, convert OIT program to the latest software and firmware versions supported by the provided OIT, download to new OIT, test, tune, debug, and demonstrate the upgraded systems preserve all existing functionality to the Owner.
4. Provide electronic copy of final converted OIT program to the Owner on USB media.
5. Package, label, and return removed OIT components to Owner.
6. Provide a blank filler plate through-bolted through the enclosure preserving the originally designed NEMA rating of the enclosure, with an opening of appropriate dimension for the new OIT, and color-matched to match the original color of the enclosure. Install OIT in filler plate.

## ICI No. 29

### Fiberoptic Ethernet Switches

**Description:** Upgrade existing Hirschmann RS20 Fiberoptic Ethernet switches. The new Fiberoptic Ethernet switches shall be Hirschmann model Bobcat BRS.

**Location:** Influent Building (PLC-IPSCP)  
Headworks Building (PLC-ER3CP), (Grit System PLC)  
Dewatering Building (PLC-ER1CP), (OITCP), (Centrifuge PLCs), (GBT PLC),  
Effluent Building (PLC-ER2CP), (Pall Common CP)  
Admin Building (CRMESC)

**Related Improvements:**

Work shall include:

1. Obtain existing SCADA Network Architecture Diagram in AutoCAD or recreate existing drawings in AutoCAD, if unavailable from original vendor. Update wiring diagrams in AutoCAD to reflect the described improvements. Submit final as-built diagrams to Owner in AutoCAD format.
2. Configure each switch with a static IP address that doesn't conflict with the facility's existing IP addressing structure.
3. Modify the default password associated with each switch's default administrator account. Share the updated login credentials with the Owner.
4. Review the SCADA network architecture diagram to identify which switches comprise the facility's fault-tolerant fiberoptic ring. Configure the replacement switches to function in a fault-tolerant fiberoptic ring.
5. Demonstrate the ring's ability to function when a segment has been disconnected to the Owner.
6. Remove existing Ethernet switches from service, install new switches in their place, and reconnect all cables.
7. Package, label, and return removed Ethernet switches to Owner.

## ICI No. 30

### Gravity Belt Thickener System Operator Interface Terminals (OITs)

**Description:** Upgrade existing Gravity Belt Thickener System OIT. New OIT shall manufacturer's recommended replacement model for existing Red Lion model G310S000.

**Location:** Dewatering Building, (GBT PLC).

**Related  
Improvements:**

Work shall include:

1. Obtain existing PLC wiring diagrams in AutoCAD or recreate existing drawings in AutoCAD, if unavailable from original vendor. Update wiring diagrams in AutoCAD to reflect the described improvements. Submit final as-built diagrams to Owner in AutoCAD format.
2. Remove existing OITs and replace with compatible model replacement OITs identified in the described improvements.
3. Obtain electronic copy of existing OIT program from the original programmer, convert OIT program to the latest software and firmware versions supported by the provided OIT, download to new OIT, test, tune, debug, and demonstrate the upgraded systems preserve all existing functionality to the Owner.
4. Provide electronic copy of final converted OIT program to the Owner on USB media.
5. Package, label, and return removed OIT components to Owner.
6. Provide a blank filler plate through-bolted through the enclosure preserving the originally designed NEMA rating of the enclosure, with an opening of appropriate dimension for the new OIT, and color-matched to match the original color of the enclosure. Install OIT in filler plate.



## ICI No. 31

### Gravity Belt Thickener System PLC Hardware

**Description:** Upgrade existing Gravity Belt Thickener brick-style Allen Bradley PLC. The new PLC shall be Allen Bradley model Micro 800.

**Location:** Dewatering Building, Gravity Belt Thickener Control Panel.

**Related  
Improvements:**

Work shall include:

1. Obtain existing PLC wiring diagrams in AutoCAD or recreate existing drawings in AutoCAD, if unavailable from original vendor. Update wiring diagrams in AutoCAD to reflect the described improvements. Submit final as-built diagrams to Owner in AutoCAD format.
2. Remove existing PLC CPUs and replace with compatible model replacement CPUs identified in the described improvements.
3. Obtain electronic copy of existing PLC program from the original programmer, convert PLC program to the latest software and firmware versions supported by the provided CPU, download to new CPU, test, tune, debug, and demonstrate the upgraded systems preserve all existing functionality to the Owner.
4. Update HMI application database to reflect new PLC addressing and validate equivalent HMI performance through all modes of operation via manipulation of equipment in the field.
5. Provide electronic copy of final and fully annotated, converted PLC program to the Owner on USB media.
6. Package, label, and return removed PLC components to Owner.

**ICI No. 32**

**Grit System Operator Interface Terminal (OIT)**

**Description:** Upgrade existing Grit System Maple Systems OIT. The new UPS model shall be Maple Systems model HMI5040Bv2.

**Location:** Headworks Building, Grit System PLC enclosure

**Related Improvements:**

Work shall include:

1. Obtain existing PLC wiring diagrams in AutoCAD or recreate existing drawings in AutoCAD, if unavailable from original vendor. Update wiring diagrams in AutoCAD to reflect the described improvements. Submit final as-built diagrams to Owner in AutoCAD format.
2. Remove existing OITs and replace with compatible model replacement OITs identified in the described improvements.
3. Obtain electronic copy of existing OIT program from the original programmer, convert OIT program to the latest software and firmware versions supported by the provided OIT, download to new OIT, test, tune, debug, and demonstrate the upgraded systems preserve all existing functionality to the Owner.
4. Provide electronic copy of final converted OIT program to the Owner on USB media.
5. Package, label, and return removed OIT components to Owner.
6. Provide a blank filler plate through-bolted through the enclosure preserving the originally designed NEMA rating of the enclosure, with an opening of appropriate dimension for the new OIT, and color-matched to match the original color of the enclosure. Install OIT in filler plate.

## ICI No. 33

### Pall System Remote IO Hardware

**Description:** Upgrade existing remote communication and IO modules within the Pall cleaning system control panel. New remote communication and IO modules shall be Allen Bradley Flex 5000 remote IO.

Upgrade existing remote communication and IO modules within each Pall filter control panel (4). New remote communication and IO modules shall be Allen Bradley Flex 5000 remote IO.

**Location:** Effluent Area, Pall Cleaning System control panel and each Pall filter control panel.

**Related Improvements:**

Work shall include:

1. Obtain existing PLC wiring diagrams in AutoCAD or recreate existing drawings in AutoCAD, if unavailable from original vendor. Update wiring diagrams in AutoCAD to reflect the described improvements. Submit final as-built diagrams to Owner in AutoCAD format.
2. Remove existing Remote IO hardware and replace with compatible model replacement Remote IO identified in the described improvements. Provided Remote IO shall be compatible with the existing Common Pall System Control Panel PLC.
3. Obtain electronic copy of existing SBR PLC program from the original programmer, install latest firmware versions supported by the provided new remote IO, and test and debug communication between the existing Common Pall System Control Panel and new Remote IO hardware in each control panel. Demonstrate the upgraded systems preserve all existing functionality to the Owner.
4. Update HMI application database to reflect new PLC addressing and validate equivalent HMI performance through all modes of operation via manipulation of equipment in the field.
5. Provide electronic copy of final and fully annotated, converted PLC program to the Owner on USB media.
6. Package, label, and return removed Remote IO components to Owner.

## ICI No. 34

### Plant PLC Hardware

**Description:** Replace the existing Modicon Premium plant PLC hardware, including all PLC CPUs, in-rack communication modules, and IO modules. The new PLC hardware shall be model Modicon M340 or greater.

**Location:** Influent Building (PLC-IPSCP)  
Headworks Building (PLC-ER3CP)  
Dewatering Building (PLC-ER1CP)  
Effluent Building (PLC-ER2CP)

**Related Improvements:**

Work shall include:

1. Obtain existing PLC wiring diagrams in AutoCAD or recreate existing drawings in AutoCAD, if unavailable from original vendor. Update wiring diagrams in AutoCAD to reflect the described improvements. Submit final as-built diagrams to Owner in AutoCAD format.
2. Remove existing PLC hardware and replace with compatible model replacement PLC hardware identified in the described improvements.
3. Obtain electronic copy of existing PLC program from the original programmer, convert PLC program to the latest software and firmware versions supported by the provided CPU, download to new CPU, test, tune, debug, and demonstrate the upgraded systems preserve all existing functionality to the Owner.
4. Update HMI application database to reflect new PLC addressing and validate equivalent HMI performance through all modes of operation via manipulation of equipment in the field.
5. Provide electronic copy of final and fully annotated, converted PLC program to the Owner on USB media.
6. Package, label, and return removed PLC components to Owner.

**ICI No. 35**

**SBR DO Transmitters**

**Description:** Replace the existing Hach SC200 DO transmitters on the SBR deck. The new DO transmitters shall be Hach model SC4500 with compatible DO sensors.

**Location:** SBR Deck

**Related Improvements:**

Work shall include:

1. Remove existing DO transmitters and probes, disconnect all signal and power wiring from the existing equipment, and replace with DO transmitters identified in the described improvements and compatible DO sensors.
2. Preserve or adapt existing mounting brackets for DO sensors and transmitters.
3. Reconnect power and signal cables to new DO transmitters.
4. Configure the transmitters to display each probe's feedback complete with a label describing its mounted location. Preserve existing 4-20 mA scaling output to the PLC, if possible. If preserving existing 4-20 mA scaling is not possible, update pertinent PLC programs to accommodate new scaling parameters.
5. Demonstrate SCADA conforms to DO readings at 4, 8, 12, 16, and 20 mA.

## ICI No. 36

### SBR System Operator Interface Terminals (OITs)

**Description:** Upgrade existing SBR System OIT. The new OIT shall be the manufacturer's recommended replacement for the existing OIT Allen Bradley Model 2711P-T10C4D1.

**Location:** Admin Building, (SDR 1 & 2 PLC).

**Related  
Improvements:**

Work shall include:

1. Obtain existing PLC wiring diagrams in AutoCAD or recreate existing drawings in AutoCAD, if unavailable from original vendor. Update wiring diagrams in AutoCAD to reflect the described improvements. Submit final as-built diagrams to Owner in AutoCAD format.
2. Remove existing OITs and replace with compatible model replacement OITs identified in the described improvements.
3. Obtain electronic copy of existing OIT program from the original programmer, convert OIT program to the latest software and firmware versions supported by the provided OIT, download to new OIT, test, tune, debug, and demonstrate the upgraded systems preserve all existing functionality to the Owner.
4. Provide electronic copy of final converted OIT program to the Owner on USB media.
5. Package, label, and return removed OIT components to Owner.
6. Provide a blank filler plate through-bolted through the enclosure preserving the originally designed NEMA rating of the enclosure, with an opening of appropriate dimension for the new OIT, and color-matched to match the original color of the enclosure. Install OIT in filler plate.

**ICI No. 37**

**SBR PLC CPU**

**Description:** Upgrade existing SBR System PLC CPU. The new PLC CPU shall be Allen Bradley model 1769-L33ER.

**Location:** Admin Building, (SDR 1 & 2 PLC).

**Related Improvements:**

Work shall include:

1. Obtain existing PLC wiring diagrams in AutoCAD or recreate existing drawings in AutoCAD, if unavailable from original vendor. Update wiring diagrams in AutoCAD to reflect the described improvements. Submit final as-built diagrams to Owner in AutoCAD format.
2. Remove existing PLC CPUs and replace with compatible model replacement CPUs identified in the described improvements.
3. Obtain electronic copy of existing PLC program from the original programmer, convert PLC program to the latest software and firmware versions supported by the provided CPU, download to new CPU, test, tune, debug, and demonstrate the upgraded systems preserve all existing functionality to the Owner.
4. Update HMI application database to reflect new PLC addressing and validate equivalent HMI performance through all modes of operation via manipulation of equipment in the field.
5. Provide electronic copy of final and fully annotated, converted PLC program to the Owner on USB media.
6. Package, label, and return removed PLC components to Owner.

## ICI No. 38

### SBR Remote IO Hardware

**Description:** Upgrade existing remote communication and IO modules within the SBR 3 & 4 control panel. New remote communication and IO modules shall be Allen Bradley Flex 5000 remote IO.

**Location:** Admin Building, SBR 3 & 4 control panel.

#### **Related Improvements:**

Work shall include:

1. Obtain existing PLC wiring diagrams in AutoCAD or recreate existing drawings in AutoCAD, if unavailable from original vendor. Update wiring diagrams in AutoCAD to reflect the described improvements. Submit final as-built diagrams to Owner in AutoCAD format.
2. Remove existing Remote IO hardware and replace with compatible model replacement Remote IO identified in the described improvements. Provided Remote IO shall be compatible with the existing SBR 1 & 2 PLC.
3. Obtain electronic copy of existing SBR PLC program from the original programmer, install latest firmware versions supported by the provided new remote IO, and test and debug communication between the existing SBR PLC and new Remote IO hardware. Demonstrate the upgraded systems preserve all existing functionality to the Owner.
4. Update HMI application database to reflect new PLC addressing and validate equivalent HMI performance through all modes of operation via manipulation of equipment in the field.
5. Provide electronic copy of final and fully annotated, converted PLC program to the Owner on USB media.
6. Package, label, and return removed Remote IO components to Owner.



**ICI No. 39**

**SCADA Network Firewall**

**Description:** Upgrade existing TZ100 Sonic Wall firewall. The new firewall shall be Sonic Wall TZ300.

**Location:** Admin Building

**Related  
Improvements:**

Work shall include:

1. Obtain existing SCADA Network Architecture Diagram in AutoCAD or recreate existing drawings in AutoCAD, if unavailable from original vendor. Update wiring diagrams in AutoCAD to reflect the described improvements. Submit final as-built diagrams to Owner in AutoCAD format.
2. Configure the new firewall with a static IP address that doesn't conflict with the facility's existing IP addressing structure.
3. Modify the default password associated with the firewall's default administrator account. Share the updated login credentials with the Owner.
4. Obtain the login credentials of the existing firewall from the original programmer. Review the configuration settings of the existing firewall and implement identical rules in the new firewall.
5. Review configuration settings of the existing firewall that allow remote access to the SCADA system and implement identical rules within the firewall to allow the Owner to remotely access SCADA. Coordinate individuals that should receive remote access and provide remote access training to everyone.
6. Remove existing firewall from service, install new firewall in its place, and reconnect all cables.
7. Package, label, and return removed firewall to Owner.

**ICI No. 40**

**Uninterruptible Power Supplies (UPSs)**

**Description:** Replace existing APC, CyberPower, and Eaton UPSs in various control panels around the facility. The new UPS model shall be Eaton 9SX1000.

**Location:** Influent Building (PLC-IPSCP)  
Headworks Building (PLC-ER3CP)  
Dewatering Building (PLC-ER1CP), (OITCP)  
Effluent Building (PLC-ER2CP), (Pall Common CP)  
Admin Building (PLC-SBR1&2), (PLC-SBR3&4), (CRUPSCP)

**Related Improvements:**

Work shall include:

1. Remove existing UPS and replace with model identified in the described improvements.
2. Fully charge each UPS and demonstrate each UPS provides uninterrupted backup power to all originally designed components for a minimum of 30 minutes.
3. Demonstrate the appropriate alarms are indicated in SCADA.

## ICI No. 41

### Common Pall System Control Panel PLC Hardware

**Description:** Upgrade existing Pall System Common Control Panel PLC CPU. The new PLC CPU shall be Allen Bradley model 1756-L72.

Upgrade existing in-rack Ethernet communication module within the Pall System Common Control Panel. The new Ethernet communication module shall be Allen Bradley model 1756-EN2T.

**Location:** Effluent Area, Pall System Common Control Panel.

#### **Related Improvements:**

Work shall include:

1. Obtain existing PLC wiring diagrams in AutoCAD or recreate existing drawings in AutoCAD, if unavailable from original vendor. Update wiring diagrams in AutoCAD to reflect the described improvements. Submit final as-built diagrams to Owner in AutoCAD format.
2. Remove existing PLC CPUs and Ethernet communication module and replace with compatible model replacement CPUs and Ethernet communication module identified in the described improvements.
3. Obtain electronic copy of existing PLC program from the original programmer, convert PLC program to the latest software and firmware versions supported by the provided CPU, download to new CPU, test, tune, debug, and demonstrate the upgraded systems preserve all existing functionality to the Owner.
4. Update HMI application database to reflect new PLC addressing and validate equivalent HMI performance through all modes of operation via manipulation of equipment in the field.
5. Provide electronic copy of final and fully annotated, converted PLC program to the Owner on USB media.
6. Package, label, and return removed PLC components to Owner.

## ICI No. 42

### Combustible Gas Detectors

**Description:** Upgrade combustible gas detectors on the SBR deck, including new combustible gas detection sensors and transmitters, air sample pumps and appurtenances, tubing, and fan driven enclosure heaters within each enclosure. New combustible gas detection equipment shall be MSA Ultima x5000. The new air sample pump shall be compatible with the new combustible gas detection sensors. The new enclosure heaters shall be by Hoffman.

**Location:** SBR Deck, heated instrument enclosures (4)

**Related Improvements:**

Work shall include:

1. Remove existing gas detection sensors, sample pumps, tubing, and heaters and disconnect all signal and power wiring from the existing equipment and replace with equipment identified in the described improvements and compatible combustible gas detection equipment.
2. Preserve or adapt existing mounting brackets for combustible gas detection equipment, air sample pumps, and heaters.
3. Reconnect power and signal cables to new combustible gas detection transmitters and air sample pumps.
4. Calibrate the new combustible gas detection equipment and utilize a gas with a known concentration to test the transmitter calibrations.
5. Utilize new tubing to connect the sample point, air sample pump, combustible gas detection transmitter, and discharge point.
6. Configure the transmitters to display each probe's feedback complete with a label describing its mounted location. Preserve existing 4-20 mA scaling output to the PLC, if possible. If preserving existing 4-20 mA scaling is not possible, update pertinent PLC programs to accommodate new scaling parameters.
7. Demonstrate SCADA conforms to combustible gas detection readings at 4, 8, 12, 16, and 20 mA.
8. Replace existing control panel nameplates. New nameplates shall be indicative of the equipment installed within each enclosure.
9. Create wiring diagrams for each combustible gas detection panel in AutoCAD to reflect the described improvements. Submit final as-built diagrams to Owner in AutoCAD format.

## ICI No. 43

### Grit System PLC Hardware

**Description:** Replace the existing Grit System PLC hardware, including all PLC CPUs, communication modules, and IO modules. The new PLC hardware shall be the manufacturer's recommended replacement PLC platform for the existing DirectLOGIC DL06 series PLC.

**Location:** Headworks Building, Grit System control panel

**Related  
Improvements:**

Work shall include:

1. Obtain existing PLC wiring diagrams in AutoCAD or recreate existing drawings in AutoCAD, if unavailable from original vendor. Update wiring diagrams in AutoCAD to reflect the described improvements. Submit final as-built diagrams to Owner in AutoCAD format.
2. Remove existing PLC hardware and replace with compatible model replacement PLC hardware identified in the described improvements.
3. Obtain electronic copy of existing PLC program from the original programmer, convert PLC program to the latest software and firmware versions supported by the provided CPU, download to new CPU, test, tune, debug, and demonstrate the upgraded systems preserve all existing functionality to the Owner.
4. Update HMI application database to reflect new PLC addressing and validate equivalent HMI performance through all modes of operation via manipulation of equipment in the field.
5. Provide electronic copy of final and fully annotated, converted PLC program to the Owner on USB media.
6. Package, label, and return removed PLC components to Owner.

## REFERENCE DOCUMENTS

SPDES PERMIT

[INCLUDED AS A SEPARATE FILE]

## SPECIAL LEGISLATION



# 2002 N.Y. S.N. 7354

Enacted, December 3, 2002

## Reporter

2002 N.Y. ALS 665; 2002 N.Y. LAWS 665; 2002 N.Y. S.N. 7354

NEW YORK ADVANCE LEGISLATIVE SERVICE > NEW YORK 225TH ANNUAL LEGISLATIVE SESSION  
SENATE - ASSEMBLY > CHAPTER 665 > SENATE BILL 7354

## Synopsis

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AN ACT in relation to authorizing the building of a wastewater treatment plant in the county of Rockland by a private company

## Text

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*THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:*

Section 1. Notwithstanding the provisions of any other law to the contrary, a county sewer district in Rockland county, acting through its administrative head, is hereby authorized and empowered to issue a request for proposals, and subsequently to enter into agreements based upon such request for proposals, or to amend, supplement, modify, change or extend such agreements, including but not limited to, contracts, with any private corporation, partnership or individual, upon such terms and conditions and for such consideration and for such term or duration not to exceed twenty-five years, as may be agreed upon by said administrative head, with the approval of the county legislature, wherein such private entity is granted the right to design, construct, operate, maintain, manage, use, occupy or any of them, all or part of certain facilities it or the district owns or will own and to carry on activities or furnish services, in whole or in part relative to the manner of sewerage and wastewater treatment and collection for the district on sites approved by the district which may either be owned by the district, the county, or privately. The district, only after conducting a cost/benefit review analyzing the efficacy of such an arrangement, may enter into such agreements with a private entity based upon a determination by the district that the selected proposal is the most responsive to the district's request for proposals and is in the best interest of the district, with the overall cost of the proposal being a major criterion in the selection. The district may negotiate with any proposer. This act shall not be construed to alter or diminish a district's obligation to provide wastewater services, to comply with all applicable environmental laws and regulations, and to administer the district's services, including the assessment, levying, and collection of the expenses of the district. Such facilities, including their influent, effluent, waste, and by-products, shall be regulated and permitted as if such facilities were fully owned and operated by a municipality.

A private entity which is a party to such agreement may be granted the rights hereinbefore referred to for any purpose or purposes which shall, by utilization of such sewerage and wastewater treatment and collection facilities, benefit the people of the district or provide for the improvement of their health and welfare or aid and undertake or assist in the financing of the design, construction, operation, maintenance, and management of such facilities. The district shall not sell to any such private entity any existing wastewater treatment facility of the district.



# INTERMUNICIPAL SLUDGE MANAGEMENT AGREEMENT

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INTERMUNICIPAL SLUDGE MANAGEMENT AGREEMENT

Between

THE ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY

and

ROCKLAND COUNTY SEWER DISTRICT #1

Dated May 19, 2017

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RECEIVED  
ROCKLAND COUNTY SEWER DISTRICT NO. 1  
MAY 19 2017

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## APPENDICES

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APPENDIX E	SLUDGE TRANSPORTATION VESSEL REMOVAL REQUIREMENTS FOR ACCEPTABLE SLUDGE

THIS INTERMUNICIPAL SLUDGE MANAGEMENT AGREEMENT is made and dated [\_\_\_\_], 2017 between the Rockland County Solid Waste Management Authority, a body corporate and politic constituting a public benefit corporation of the State of New York (the "Authority"), and Rockland County Sewer District #1 (the "Sludge Generator").

#### RECITALS

WHEREAS, in 1992, the New York State Department of Environmental Conservation approved Rockland County's (the "County") Final Integrated Solid Waste Management Plan and Generic Environment Impact Statement (the "SWMP/GEIS"); and

WHEREAS, the Authority was formed in accordance with section 2053(c) et seq. of the Public Authority Law of the State of New York (the "State"), and resolution no. 301 of 1994 of the County Legislature to implement certain provisions of the SWMP/GEIS; and

WHEREAS, the Authority owns, and is responsible for the operation of, a cocomposting facility (the "Facility") located at 410 Torne Valley Road, Hillburn, New York that cocomposts dewatered sludge with Acceptable Amendment to provide a long-term, reliable and environmentally sound means of sludge disposal and to assist the County in meeting its State-mandated goal of reduction, recycling and reuse of certain portions of the solid waste stream; and

WHEREAS, the Sludge Generator owns and/or operates two wastewater treatment plants that produce dewatered sludge; and

WHEREAS, the Sludge Generator has determined to make available to the Authority its dewatered sludge for processing at the Facility; and

WHEREAS, the Authority is making capacity at the Facility available to the Sludge Generator; and

WHEREAS, upon the terms and conditions contained in this Agreement, the Authority has determined to provide to the Sludge Generator the service of transporting dewatered sludge from the Orangeburg Wastewater Treatment Plant, and of processing and composting dewatered sludge from the Orangeburg Wastewater Treatment Plant and the Western Ramapo Advanced Wastewater Treatment Plant at the Facility; and

WHEREAS, it is mutually understood that the Facility is for the benefit of all municipal generators of dewatered sludge within the County and, in order for the Facility to efficiently operate, other generators of dewatered sludge have entered into agreements with the Authority similar to this Agreement; and

WHEREAS, the parties have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to effectuate the purpose of this Agreement; and

WHEREAS, the parties are entering into this Agreement pursuant to their respective lawful authorities;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties do hereby promise and agree as follows:

## ARTICLE I.

### DEFINITIONS AND INTERPRETATION

Section 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below:

“Acceptable Amendment” means (1) Clean Wood Waste, and (2) any other material (including ground wood and Clay Wood Fiber) which facilitates the sludge composting process



by increasing aeration, adjusting bulk density and moisture content, or providing a source of carbon, and which is approved by the Authority and the Company for such purposes pursuant to the Operation Agreement.

“Acceptable Feedstock” means Acceptable Sludge and Acceptable Amendment to be processed at the Facility.

“Acceptable Sludge” means dewatered sludge derived from the Sewerage System which meets the requirements of Applicable Law and the acceptable standards set forth in Section 4.6 hereof and Appendices C and D for processing at the Facility. Acceptable Sludge shall exclude residuals, materials from cleaning tanks, pipes and other appurtenances at the Wastewater Treatment Plants.

“Additive” means any addition to sludge which would change the chemical or physical characteristic of the sludge.

“Agreement” means this Intermunicipal Sludge Management Agreement between the Authority and the Sludge Generator as the same may be amended or modified from time to time in accordance herewith.

“Alternate Means of Disposal” has the meaning specified in subsection 3.1(D) hereof.

“Alternate Processing Facility” means an alternate facility to be used to process Acceptable Sludge which is approved by the Authority and meets the requirements of Applicable Law.

“Applicable Law” means any law, rule, code, standard, regulation, requirement, policy, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or Legal Entitlement issued, or deemed to be issued by, any professional or industry organization or society or any Governmental Body having jurisdiction, applicable from time to

time to any activities associated with the Facility, the Disposal Services, the Sewerage System or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of prevailing wages).

“Authority” means the Rockland County Solid Waste Management Authority or its designee.

“Beneficial Use” means any application of Shipped Compost on land (including any lawful agricultural, horticultural, landscaping or land reclamation use, or use in a mixture with sand, soil or other materials to create a landscaping product or for application as daily or final landfill cover) other than disposal in a landfill or incinerator.

“Bonds” means any bonds, notes, certificates or other evidences of indebtedness incurred by the Authority with respect to the Facility or the Disposal Services.

“Clay Wood Fiber” means the by-product of paper production composed primarily of clay and wood fibers.

“Clean Wood Waste” means wood which has not been treated with paints, adhesive, creosote, arsenic, lacquer or other chemicals or substances which would materially and adversely affect the operation of the Facility or the quality of Shipped Compost. Clean Wood Waste may include tree parts, brush, uncontaminated pallets and uncontaminated lumber. Clean Wood Waste may also include clean, un-bagged leaves, provided such waste does not affect the Contractor’s ability to comply with the processing guarantees under the Operation Agreement.

“Company” means the legal entity with which the Authority enters into an Operation Agreement, and its permitted successors and assigns.

“Composite Sample” has the meaning set forth in Section 2.3.2 of Appendix D.

"Compost" means the humus-like product which results from the composting process to which the organic substrate of Acceptable Sludge and Acceptable Amendment has been subjected and which has been disinfected, stabilized and cured for its intended use.

"Compost Products" means compost and oversized materials produced from Compost screenings, soil and Compost mixtures (including compost and crushed glass mixtures), and other materials resulting from the processing of incoming Acceptable Feedstock by the Operator for sale for Beneficial Use.

"Contract Date" means [\_\_\_\_], the date of delivery of this Agreement as executed by the parties hereto. **[Insert date once signed]**

"County" means Rockland County, New York.

"DEC" means the Department of Environmental Conservation of the State of New York.

"Designated Hauler" means any person designated by the Authority to haul Acceptable Sludge from the Wastewater Treatment Plants for processing or disposal pursuant to this Agreement.

"Disposal Services" means all services which the Authority is obligated to provide to the Sludge Generator under the Service Covenant.

"Disposal Site" means the disposal facility that will be used for the disposal of Unacceptable Sludge and Acceptable Sludge which is approved by the Authority, is operating under a valid permit, is in compliance with any permit conditions and meets all other requirements of Applicable Law.

"Facility" means the Authority-owned cocomposting facility located at 410 Torne Valley Road, Hillburn, New York and which is capable of processing Acceptable Sludge.

"General Bond Resolution" means the Solid Waste Management System Bond Resolution adopted November 30, 1995, as amended and supplemented.

"Governmental Body" means any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction with respect to the Facility or the work being performed in connection with this Agreement.

"Hazardous Waste" means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act (42 U.S.C.A. §§ 6901 *et seq.*, as amended) and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766; and (3) future additional or substitute federal, State or local laws pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. §§ 2011 *et seq.*) and the regulations contained in 10 CFR Part 40; or (c) a chemical listed by the United States Environmental Protection Agency in accordance with Section 302(a) or Section 313(c) of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §§ 11002(a),

11023(c) (Sapp. 1993), in each case as the same may be amended, replaced, or superseded; or (d) a material or substance which may endanger health or safety including, but not limited to, any material or substance or combination of materials or substances which are explosive, volatile, radioactive, toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, or which generate pressure through decomposition, heat, or other means if such materials or substances may cause injury, illness or harm to humans, to domestic animals or livestock, or to wildlife; or (e) a material or substance that is treated as a hazardous waste, substance or material by any federal, State, or local law, regulation, or ordinance or is otherwise prohibited from being deposited in the Facility, Alternate Processing Facility or Disposal Site. With regard to materials or substances which are not Hazardous Waste as of the Contract Date, if any law shall subsequently declare, or if any governmental agency or unit having appropriate jurisdiction shall thereafter determine that such materials or substances are Hazardous Waste, then such materials or substances shall be considered to be Hazardous Waste for the purposes of this Agreement as of the effective date of such governmental determination.

“Legal Entitlement” means all permits, licenses, registrations, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person, including a hauler, with respect to this Agreement.

“Operation Agreement” means an agreement between the Company and the Authority entered into for the operation of the Facility, as the same may be amended or modified from time to time in accordance therewith.

“Service Covenant” has the meaning specified in Section 3.1 hereof.

“Sewerage System” means the Wastewater Treatment Plants and all sewers, pumping stations, manholes and related property, assets, improvements and equipment comprising the Sludge Generator’s system for collecting, processing and treating sewage, whether owned or operated by the Sludge Generator or by third parties under contract or otherwise on its behalf.

“Shipped Compost” means Compost and Compost Products that have been subjected to composing, curing and final screenings.

“Sludge Generator” means the Rockland County Sewer District #1.

“Sludge Transportation Vessel” or “STV” means any trailer or container, stationary or portable, which is capable of holding Acceptable Sludge and located at the Wastewater Treatment Plant for the storage of Acceptable Sludge pending removal and transportation to the Facility as set forth in Appendix E.

“Sludge Transportation Vessel Notification Program” shall have the meaning set forth in Appendix E.

“State” means the State of New York.

“Term” has the meaning set forth in Section 6.1 hereof.

“Unacceptable Sludge” means any sludge which does not constitute Acceptable Sludge.

“Uncontrollable Circumstances” means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing and (including a change in Applicable Law) which materially and adversely affects the ability of either party to perform any obligation hereunder, if such act, event or condition is beyond the reasonable control and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as a justification for not performing an obligation or complying with any condition required by such party under this

Agreement, except that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or inaction or a lack of reasonable diligence of either party.

“User Fees” means those fees imposed by the Authority, pursuant to its statutory power, on the users who are located within the jurisdiction of the Sludge Generator’s service area in order to pay for the Authority’s costs of meeting the Service Covenant.

“Wastewater Treatment Plants” means any wastewater treatment plant or plants owned or operated by or on behalf of the Sludge Generator situated in the County which processes and treats sewerage sludge collected by the Sewerage System, including the Orangeburg Wastewater Treatment Plant and the Western Ramapo Advanced Wastewater Treatment Plant.

Section 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference

and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and, except as expressly provided otherwise herein, nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of New York.

(H) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction or administrative agency, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.



(I) Defined Terms. The definitions set forth or referred to in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals hereto.

(J) References to Including. All references to "including" herein shall be interpreted as meaning "including without limitation."

(K) References to Days. All references to days herein are to calendar days, including Saturdays, Sundays and holidays, except as otherwise specifically provided.

(L) References to Knowledge. All references to "acknowledge," "knowing," "know" or "knew" shall be interpreted as references to a party having actual knowledge.

Section 1.3 PRIOR AGREEMENT. This Agreement shall take effect upon its execution and shall supersede the prior intermunicipal sludge management agreement between the Sludge Generator and the Authority dated December 20, 1995 (the "Previous Agreement"). This Agreement, however, shall not limit the Authority's rights or relieve the Sludge Generator of any obligations accruing to the Authority under the Previous Agreement prior to the execution and delivery of this Agreement.

## ARTICLE II.

### REPRESENTATIONS AND WARRANTIES

Section 2.1 REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY. The Authority represents and warrants that:

(A) Existence and Powers. The Authority is a body corporate and politic constituting a public benefit corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Authority has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the Authority and constitutes a legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms except insofar as such enforcement maybe affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the Authority of this Agreement nor the performance by the Authority of its obligations hereunder nor the consummation by the Authority of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Authority or (2) conflicts with, violates or results in a breach of any term or conditions of any judgment, decree, agreement or instrument to which the Authority is a party or by which the Authority or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority, or any approval of voters by referendum or otherwise, is required for the valid execution, delivery and performance by the Authority of this Agreement, except such as have been fully obtained or made.

(E) No Litigation. Except as described in Appendix A, there is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority pending or, to the Authority's best knowledge, threatened against the Authority which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be

entered into by the Authority in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Authority of its obligations hereunder or under any such other agreement or instrument.

(F) No Legal Prohibition. The Authority has no knowledge of any Applicable Law in effect on the date of which this representation is being made which would prohibit the performance by the Authority of this Agreement and the transactions contemplated hereby.

Section 2.2 REPRESENTATIONS AND WARRANTIES OF THE SLUDGE GENERATOR. The Sludge Generator represents and warrants that:

(A) Existence and Powers. The Sludge Generator is a municipal corporation or sewer district validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Sludge Generator has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the Sludge Generator and constitutes a legal, valid and binding obligation of the Sludge Generator, enforceable against the Sludge Generator in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by the Sludge Generator of this Agreement nor the performance by the Sludge Generator of its obligations hereunder nor the consummation by the Sludge Generator of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Sludge Generator or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the Sludge

Generator is a party or by which the Sludge Generator or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority, or any approval of voters by referendum or otherwise, is required for the valid execution, delivery and performance by the Sludge Generator of this Agreement, except which have been duly obtained or made (and which shall have included both the approval of the Sludge Generator and the County Legislature).

(E) No Litigation. Except as described in Appendix A, there is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority pending or, to the Sludge Generator's best knowledge, threatened against the Sludge Generator which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the Sludge Generator in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Sludge Generator of its obligations hereunder or under any such other agreement or instrument.

(F) No Legal Prohibition. The Sludge Generator has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Sludge Generator of this Agreement and the transactions contemplated hereby.

### ARTICLE III.

#### SERVICE OBLIGATIONS

##### Section 3.1 PROVISION OF HAULING AND DISPOSAL SERVICE BY AUTHORITY.

(A) Service Covenant. The Authority shall provide or cause the provision of the service of hauling, disposing and processing of all Acceptable Sludge produced by the Orangeburg Wastewater Treatment Plant, including the disposal of Acceptable Sludge which, at any time and for any reason, cannot be processed at the Facility, except to the extent the applicable User Fees received by the Authority are not sufficient to cover the costs of such disposal and except to the extent otherwise set forth herein. The Sludge Generator shall be responsible for hauling Acceptable Sludge produced by the Western Ramapo Advanced Wastewater Treatment Plant to the Facility, and the Authority shall dispose and process, or cause the disposal and processing of, all Acceptable Sludge produced at the Western Ramapo Advanced Wastewater Treatment Plant delivered to the Facility, including the disposal of Acceptable Sludge which, at any time and for any reason, cannot be processed at the Facility, except to the extent the applicable User Fees received by the Authority are not sufficient to cover the costs of such disposal, and except to the extent otherwise set forth herein. Except with respect to the hauling and transport of sludge generated at the Western Ramapo Advanced Wastewater Treatment Plant to the Facility, for which the Sludge Generator shall assume all risks and liabilities, as between the parties, the Authority shall assume all risks and liabilities associated with the transporting and hauling of Acceptable Sludge to the ultimate disposal location. The Authority shall do and perform all acts and things which may be necessary or desirable in connection with its covenants in this subsection, including without limitation all

planning, development, administration, implementation, construction, operation, maintenance, management and contract work related thereto or undertaken in connection therewith. The obligations of the Authority under this Section constitute the "Service Covenant" hereunder.

(B) Availability of Sludge. The Sludge Generator shall make available to the Authority all Acceptable Sludge generated at the Wastewater Treatment Plants. In the event the Sludge Generator fails to comply with this provision, the Sludge Generator shall compensate the Authority for all costs and expenses incurred by the Authority, as determined by the Authority, which are associated with such failure on the part of the Sludge Generator. The Sludge Generator shall have the right to review such costs and expenses.

(C) Origin of Acceptable Sludge. The Service Covenant shall apply to any Acceptable Sludge generated by the Sewerage System and made available at the Wastewater Treatment Plants, or generated outside the Sewerage System but processed at the Wastewater Treatment Plants. Except as provided for in this Agreement, the Sludge Generator shall not make available for or deliver for hauling, processing or disposal hereunder any sludge from any other source.

(D) Alternate Means of Disposal. The Authority may carry out the Service Covenant at the Facility through the Operation Agreement, an Alternate Processing Facility or at other Disposal Sites through the use of any other agreements with such persons or the use of any such facilities, using such technologies and upon such terms and conditions as the Authority determines to be consistent with Applicable Law and with prudent solid waste and sludge management practices. To the extent the Facility is not available at any time or for any reason for the receipt and processing of Acceptable Sludge, the Authority will make an Alternate Processing Facility or Disposal Site available for the disposal of such Acceptable Sludge;

provided, however that in no event shall the Authority be required to make an Alternate Processing Facility or Disposal Site available to the extent that the costs and expenses incurred by the Authority for doing so would exceed the applicable User Fees collected by the Authority. The above notwithstanding, the Authority may, in its sole discretion, elect to make an Alternate Processing Facility or Disposal Site available for disposal of such Acceptable Sludge, provided that the Sludge Generator reimburses the Authority for any costs and expenses incurred by the Authority which exceed the applicable User Fees collected by the Authority. In such event, to the extent practicable, the Sludge Generator will have the right to review such costs and expenses related to the use of an Alternate Processing Facility or Disposal Site.

Section 3.2 COMPLIANCE WITH SERVICE COVENANT NOT EXCUSED FOR ANY REASON. Except as otherwise set forth herein, the obligation of the Authority to duly observe and comply with the Service Covenant shall apply continuously and without interruption for the Term of this Agreement. In the event that any Uncontrollable Circumstance impairs or precludes compliance with any such covenant by the means or methods then being employed by the Authority, the Authority shall implement and pay for alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant; provided, however, that to the extent such alternative or substitute means of service would cause the Authority to incur costs in excess of the User Fees collected for such services, the Authority shall be entitled to additional compensation from the Sludge Generator to cover the Authority's incremental costs for such services. If the Authority is not able to receive such additional compensation, the Authority shall no longer be required to comply with the Service Covenant as defined in Section 3.1 hereof.

Section 3.3 NO SERVICE CHARGE. Except as otherwise set -forth in this Agreement, services provided by the Authority pursuant to the Service Covenant shall be provided free of charge to the Sludge Generator. The Sludge Generator acknowledges that the Authority intends to pay the costs of meeting the Service Covenant through the imposition of User Fees under its statutory power. Notwithstanding the foregoing, the Sludge Generator shall be responsible for paying any costs related to emergency deliveries of dewatered sludge in excess of the User Fees. Emergency deliveries are deliveries which occur at times other than during the Facility's receiving hours due to an emergency situation of the Sludge Generator. The costs related to such emergency deliveries shall be the cost the Company charges the Authority for processing additional sludge under the Operation Agreement. The Sludge Generator shall also be responsible for the payment any costs in excess of the User Fees which are related to its failure to make Acceptable Sludge available to the Authority pursuant to subsection 3.1(B). Such costs shall be calculated and determined by the Authority.



## ARTICLE IV.

### SLUDGE GENERATOR OPERATING OBLIGATIONS

Section 4.1 MANAGEMENT OF SEWERAGE SYSTEM. The Sludge Generator shall at all times operate, or cause to be operated, the Wastewater Treatment Plants and the Sewerage System in accordance with best management practices and Applicable Law and shall operate, or cause to be operated, the Wastewater Treatment Plants and the Sewerage System in a manner which will preserve the terms and conditions of this Agreement. If the Authority has cause to do so, the Authority may inspect the Wastewater Treatment Plants and Sewerage System operations in order to determine compliance with the provisions of this Section. In conducting such inspections, the Authority will comply with all reasonable safety rules.

Section 4.2 SOLIDS CONTENT OF ACCEPTABLE SLUDGE.

(A) Processing. The Sludge Generator shall at all times process dewatered sludge to a monthly average solids content of not less than the percentage indicated in Appendix D hereto. If at any time during the Term of this Agreement the Sludge Generator makes available sludge for delivery to and processing at the Facility with a solids content which is below 13% or the then current permit requirements, whichever is higher, such sludge shall constitute Unacceptable Sludge and the Authority shall have the right to reject such sludge. The Sludge Generator shall have the right to add an Authority approved Additive to the dewatered sludge (in accordance with the provisions set forth in Section 1.1 of Appendix D) in order to achieve a solids content of 13% or the then current permit requirements, whichever is higher, as long as any such Additive does not impair the composting process, the operation of the Facility or the quality of the Compost Product. Notwithstanding the foregoing, the Authority shall have the right to reject any dewatered sludge which, in the Authority's sole judgment, is not capable of

standing freely in a solid form without the aid of a container. The Sludge Generator shall be responsible for all costs and expenses associated with the removal, hauling and disposal of rejected sludge and the Authority shall be reimbursed for any costs and expenses incurred by the Authority in connection with the removal, hauling or disposal of rejected sludge.

(B) Operation. The Sludge Generator shall undertake all reasonable and necessary measures to efficiently and effectively operate its dewatering equipment to dewater its sludge to a solids content consistent with the capabilities and past practices of the Wastewater Treatment Plants' existing dewatering equipment and in order to adhere to the minimum solids content identified in subsection 4.2(A) and the requirements set forth in Appendix D.

(C) Solids Testing. The Sludge Generator shall conduct tests to determine the solids content of Acceptable Sludge on a daily basis (when the dewatering equipment is operating at each of the Wastewater Treatment Plants), and shall maintain complete records of such tests. The Sludge Generator shall submit reports to the Authority, as required by Appendix D, which identify the solids content of Acceptable Sludge on a daily and monthly average basis. Such reports shall be certified by the Sludge Generator by affidavit, signed under the penalty of perjury. No later than the 28<sup>th</sup> of each month, the Sludge Generator shall submit to the Authority for the immediately preceding month the completed testing questionnaire set forth in Appendix D in accordance with the provisions set forth in Appendix D.

(D) Surcharge. If sludge which would constitute Acceptable Sludge but for a solids content below the levels set forth in Appendix D hereto is delivered to and processed at the Facility, the Sludge Generator shall pay a surcharge to the Authority in an amount equal to the number of tons of such otherwise Acceptable Sludge delivered to the Facility in excess of the tonnage which would have been delivered had such sludge complied with the allowable solids

content permitted under Appendix D hereto, multiplied by the per-ton charge for processing additional sludge under the Operation Agreement. To the extent the Sludge Generator fails to meet the allowable solids content permitted under Appendix D on a consistent basis (at least three consecutive months), the Sludge Generator may seek from the Authority a reduced minimum solids content allowed hereunder. Any such request must be provided in writing and must clearly state (i) the reasons why the Sludge Generator is unable to meet the then current minimum allowable solids content, (ii) the reasons why it cannot correct such failures, (iii) the proposed new minimum solids content, and (iv) its basis for achieving such proposed new minimum solids content. The Authority will review such request and provide its response to the Sludge Generator within 60 days of its receipt thereof. Any such determination shall be made by the Authority in its sole discretion.

Section 4.3 ODOR CONTROL. The Sludge Generator shall at all times manage obnoxious odors relative to the hauling and transfer of sludge from the Western Ramapo Advanced Wastewater Treatment Plant to the Facility. The Authority shall at all times manage obnoxious odors relative to the hauling and transfer of sludge from the Orangeburg Wastewater Treatment Plant to the Facility. Additionally, the Sludge Generator shall at all times comply with the Authority approved odor control plan counter measure for Acceptable Sludge in accordance with the requirements of Appendix C hereto. In the event significant odors occur, the Authority and the Sludge Generator shall meet as soon as possible to discuss and address a means of reducing fugitive odors during the Sludge handling and hauling process. The Sludge Generator shall have the responsibility for addressing any odor related concerns which arise from dewatered sludge on the Wastewater Treatment Plants sites, to the extent such odor related concern is not the direct result of the failure of the Authority to perform the Service Covenant.

Section 4.4    UNACCEPTABLE SLUDGE AND HAZARDOUS WASTE.

(A)    Screening and Removal of Unacceptable Sludge. The Sludge Generator shall prevent Unacceptable Sludge from being included in the dewatered sludge which is made available to the Authority.

(B)    Screening and Removal of Hazardous Waste. The Sludge Generator shall prevent Hazardous Waste from being included in the dewatered sludge which is made available to the Authority.

(C)    Testing. The Sludge Generator shall conduct any and all tests of the dewatered sludge as are required by Applicable Law and this Agreement, including the solids contents testing set forth in Section 4.2. Other than the testing required by this Agreement and Applicable Law, the Sludge Generator shall not have any independent obligation to test the dewatered sludge. The Authority, at its sole cost and expense, on behalf of the Sludge Generator, shall conduct all pollutant concentration limits testing that the Sludge Generator is required to perform under Applicable Law. In conducting such tests, the Authority shall be acting as an independent contractor to the Sludge Generator and shall not be considered an employee or agent of the Sludge Generator. Notwithstanding the Authority's conducting the pollutant concentration limits tests, the Sludge Generator shall at all times remain responsible for compliance with Applicable Law. The Sludge Generator shall cooperate with the Authority to allow the Authority to test the dewatered sludge produced at the Wastewater Treatment Plants in order to determine compliance with Applicable Law and this Agreement.

(D)    Non-compliance. If the tests performed by the Authority establish that any dewatered sludge is not in conformance with Applicable Law or the terms of this Agreement, then the Sludge Generator shall thereafter be required to conduct additional tests as set forth in

Appendix D hereto to determine whether the dewatered sludge is in conformance with Applicable Law and this Agreement. The costs of conducting such tests shall be borne by the Sludge Generator. If the Sludge Generator fails to conduct such tests, the Authority shall not be required to dispose of the Sludge Generator's dewatered sludge.

(E) Disposal Responsibility and Costs. The Authority may, but shall not be obligated to, dispose of Unacceptable Sludge and Hazardous Waste which is identified at the Wastewater Treatment Plants. The Sludge Generator may independently dispose of Unacceptable Sludge and Hazardous Waste identified at the Wastewater Treatment Plants, at its sole cost and expense. If the Authority disposes of such sludge, and waste, the Sludge Generator shall bear all costs associated with its disposal, including segregating, storage, transporting and disposal, plus 20% for Authority-related administrative expenses and risk. If Unacceptable Sludge has been delivered to the Facility, the Authority will cause such sludge to be disposed of at a Disposal Site with the Sludge Generator bearing the Authority's cost of such disposal, plus 20% for Authority-related administrative expenses and risk. If Hazardous Waste has been delivered to the Facility, the Authority will cause such waste to be disposed of at a Disposal Site with the Sludge Generator bearing all costs associated with its disposal, including segregating, storage, transporting and disposal, plus 20% for Authority-related administrative expenses and risk. Payment of any fines assessed upon the Authority by the DEC or any other Governmental Body on account of Unacceptable Sludge or Hazardous Waste hauled from the Wastewater Treatment Plants shall be the responsibility of the Sludge Generator.

Section 4.5 NO CONTAMINATION OF ACCEPTABLE SLUDGE.

(A) Sludge Transportation Vessels. The Authority will provide Sludge Transportation Vessels ("STVs") at the Orangeburg Wastewater Treatment Plant for the storage

of Acceptable Sludge pending removal and transportation by Designated Haulers in accordance with the Authority's Sludge Transportation Vessel Notification Program set forth in Appendix E.

(B) No Contamination. The Sludge Generator shall place only Acceptable Sludge in the STVs.

(C) Rejects. If an STV (1) contains in the judgment of the Authority, more than 1% by volume of material which is not Acceptable Sludge, (2) otherwise contains free water or other contaminants which are not acceptable at the Facility for processing, or (3) such dewatered sludge has persistently failed to meet the testing requirements set forth in subsection 4.4(D) hereof, then the Authority may classify the STV of Acceptable Sludge as Unacceptable Sludge, and the Sludge Generator shall be solely responsible for the costs of hauling and disposal of the contents of the STV at the Disposal Site. In either case, the cost of hauling and disposal that the Sludge Generator shall pay is based on the Authority's cost of disposing of Unacceptable Sludge as specified in subsection 4.4(E) hereof. Prior to the Authority's exercising its right of rejection, the Sludge Generator shall have the right to inspect the STV of Acceptable Sludge in order to determine if such STV includes more than 1% of material which is not Acceptable Sludge. If the Sludge Generator's inspection of the STV results in a finding which differs from that of the Authority, the Sludge Generator shall have the right to request the Authority to re-inspect the STV. If upon the Authority's re-inspection of the STV the Authority concludes that the STV includes more than 1% of material which is not Acceptable Sludge, the Authority may classify the STV as Unacceptable Sludge.

#### Section 4.6 STANDARDS.

(A) Acceptable Sludge. The Sludge Generator shall produce Acceptable Sludge which meets the parameters set forth in Appendix D hereto and the requirements of

Applicable Law. If the dewatered sludge does not meet these parameters, such sludge shall be deemed Unacceptable Sludge and the Sludge Generator shall be responsible for the costs of its disposal as is specified in subsection 4.4(E) hereof. All parameter related testing shall be based on the procedure and frequency set forth in Appendix D hereto. If the maximum pollutant concentration limits change under Applicable Law from that set forth in Appendix D, the Authority and the Sludge Generator shall amend this Agreement to comply with Applicable Law.

(B) Annual Report by the Authority. Each year, the Authority may furnish to the Sludge Generator a report which identifies, for the preceding calendar year ending on December 31<sup>st</sup>, (1) the quantity of dewatered sludge accepted at the Facility from the Wastewater Treatment Plants (i.e., the Western Ramapo Advanced Wastewater Treatment Plant and the Orangeburg Wastewater Treatment Plant), and (2) all testing results of the tests conducted in accordance with Appendix D hereto on the dewatered sludge made available for delivery to the Facility, from the Wastewater Treatment Plants (i.e., the Western Ramapo Advanced Wastewater Treatment Plant and the Orangeburg Wastewater Treatment Plant).

(C) Reporting by the Sludge Generator. The Sludge Generator shall furnish to the Authority the following reports as further described below:

(1) Monthly Report. By the 28<sup>th</sup> day of each month, the monthly report in accordance with Appendix D for the immediately preceding month. Such report shall include the information identified in the form of monthly report set forth in Appendix D.

(2) SPDES Discharge Reports. By the 28<sup>th</sup> day following the end of each month, copies of the monthly SPDES discharge reports in accordance with subsection 4.7(A).

(3) Annual Report Regarding Sludge Quantities and Composition. By September 1<sup>st</sup> of each calendar year, a report of (i) the amount of sludge processed for the preceding 12 month period (expressed on a month by month basis), (ii) the amount of sludge anticipated to be processed in the succeeding 12 month period (expressed on a month by month basis, if possible), and (iii) any changes in the preceding 12 month period (or anticipated changes in the succeeding 12 month period) to the obligations of the Sludge Generator which have changed (or would change) either the composition of the sludge or the quantities of sludge generated (or anticipated to be generated) by the Sludge Generator.

(4) Other Reporting Requirements. The Sludge Generator shall provide all other reports and data as further specified herein.

#### Section 4.7 CHANGE IN SLUDGE QUANTITY AND COMPOSITION.

(A) Reporting. The Sludge Generator shall give to the Authority, on a quarterly basis, copies of the monthly SPDES discharge reports. In addition, the Sludge Generator shall provide the Authority with at least 60 days' prior written notice of any anticipated significant actions including (i) an increase in solids content greater than 10% based on a monthly average solids content, (ii) an increase greater than 5% of the volume of sludge on a dry ton basis, and (iii) a change in composition of sludge produced at the Wastewater Treatment Plants as a result of processing changes, equipment changes, chemical changes or additions. To the extent a significant action occurs for which the Sludge Generator cannot provide 60 days' prior notice, the Sludge Generator shall provide notice to the Authority as soon as is reasonably practicable. In addition, by September 1<sup>st</sup> of each calendar year the Sludge Generator shall submit to the



Authority the anticipated changes for the succeeding 12 month period to the obligations of the Sludge Generator which would change either the composition of the sludge or the quantities of sludge anticipated to be generated by the Sludge Generator.

(B) Notice. The Sludge Generator shall immediately notify the Authority in writing of any regulatory report, test, inspection, enforcement action, lawsuit or threatened lawsuit affecting the Wastewater Treatment Plants, the Sewerage System or the dewatered sludge produced at the Wastewater Treatment Plants.

Section 4.8 COORDINATION OF SERVICES. The Sludge Generator shall use all reasonable efforts to coordinate its dewatered sludge production operations with the Acceptable Sludge hauling services provided by the Authority and the cycles of Compost production undertaken at the Facility.

Section 4.9 ACCESS TO PLANT SITE. The Sludge Generator shall permit the Authority access to the Orangeburg Wastewater Treatment Plant to place and collect Acceptable Sludge STVs those 8 hours per day, between 7:00 A.M. and 3:00 P.M., Monday through Friday, in accordance with Applicable Law. The Authority shall have access to the Wastewater Treatment Plants at times other than those identified upon reasonable notice to the Sludge Generator.

Section 4.10 SLUDGE TRANSPORTATION VESSEL REMOVAL REQUIREMENTS. The Acceptable Sludge STVs shall be removed and replaced with empty STVs on an as-needed basis, but in no event will an STV which contains Acceptable Sludge remain on-site in excess of 24 hours. The actual schedule for delivery and removal of STVs shall be coordinated between the Sludge Generator and the Authority (or the Operator or

Designated Hauler, as applicable). The requirements for removal of Acceptable Sludge from the Wastewater Treatment Plants are set forth in Appendix E hereto.

Section 4.11 EXPANSION OR SHUTDOWN OF PLANT. The Sludge Generator shall give the Authority at least 60 days' prior written notice of any planned (non-emergency) shutdown (or curtailment) of service at the Wastewater Treatment Plants. If either of the Wastewater Treatment Plants suffers an emergency shutdown or curtailment of service, the Sludge Generator shall immediately notify the Authority as to such shutdown or curtailment of service and give an estimate as to when regular service will resume.

## ARTICLE V.

### BREACH, ENFORCEMENT AND TERMINATION

Section 5.1 BREACH. If the Sludge Generator breaches any obligation under this Agreement or any representation made by it hereunder is untrue in any material respect, the Authority shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. If the Authority breaches any obligation under this Agreement or any representation made by it hereunder is untrue in any material respect, the Sludge Generator shall have the right to specific performance of the Authority's services. The Authority shall not under any circumstances be liable to the Sludge Generator for any monetary damages. Neither party shall have the right to terminate this Agreement except as provided in Section 5.2 hereof.

Section 5.2 TERMINATION.

(A) By Authority. Except as otherwise set forth in Section 6.3 hereof, the Authority shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the Sludge Generator substantially to perform any material obligation under this Agreement (including sludge availability and payment obligations) unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the Authority the right to terminate this Agreement for cause under this subsection unless:

(1) The Authority has given prior written notice to the Sludge Generator stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Sludge Generator and which will, in its opinion, give the Authority the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The Sludge Generator has neither challenged in an appropriate forum the Authority's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time but not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the Sludge Generator shall have diligently taken steps to correct such breach within a reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the Sludge Generator is continuing to take such steps to correct such breach).

(B) By Sludge Generator. The Sludge Generator shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the Authority substantially to perform any material obligation under this Agreement (including the provision of disposal services) unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the Sludge Generator the right to terminate this Agreement for cause under this subsection unless:

(1) The Sludge Generator has given prior written notice to the Authority stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Authority and which will, in its opinion, give the Sludge Generator the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The Authority has neither challenged in an appropriate forum the Sludge Generator's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time but not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the Authority shall have diligently taken steps to correct such breach within a reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the Authority is continuing to take such steps to correct such breach).

Section 5.3 WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be

exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.

## ARTICLE VI.

### MISCELLANEOUS

#### Section 6.1 TERM OF AGREEMENT.

(A) Initial Term. This Agreement shall be in full force and effect and be legally binding upon the Authority and the Sludge Generator from the Contract Date, and shall continue in full force and effect until five (5) years thereafter (the "Initial Term").

(B) Renewal Term. This Agreement shall be automatically renewed for three additional terms of five (5) years each (each such five (5) year period constituting a "Renewal Term") unless one of the parties sends the other a written notice at least 60 day prior to the expiration of the Initial Term, or the then applicable Renewal Term, of that party's intention not to renew (collectively the Initial Term and any and all Renewal Terms shall constitute the "Term"). The above notwithstanding, any Renewal Term which would coincide with modifications to the Agreement must be approved in accordance with Section 6.7 hereof. In no event shall the Term of the Agreement exceed 20 years.

Section 6.2 OPERATION AND MAINTENANCE OF THE FACILITY. The Authority shall at all times operate, or cause to be operated, the Facility properly and in a sound and economical manner and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved and kept in good repair, working order and condition, and shall from time

to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Facility may be properly and advantageously conducted.

Section 6.3    TRANSFER OF WASTEWATER TREATMENT PLANTS. If either of the Wastewater Treatment Plants is sold or transferred to a governmental third party, the Sludge Generator shall immediately provide notice of such sale or transfer to the Authority, but in event not later than 14 days following such sale or transfer. If either of the Wastewater Treatment Plants is sold or transferred to a non-governmental third party, the Sludge Generator may only assign its interest in this Agreement to such non-governmental third party upon the prior written approval of the Authority, to be made by the Authority in its sole discretion. If the Authority approves any such assignment, that assignment shall be undertaken pursuant to the conditions set forth in Section 6.10 hereof and all the Acceptable Sludge produced at the Wastewater Treatment Plant shall continue to be made available to the Authority. If the Authority rejects such assignment, the Authority may immediately terminate this Agreement upon written notice to the Sludge Generator.

Section 6.4    USE OF COMPOST PRODUCT. The Sludge Generator shall in cooperation with the Authority support and encourage the use of the Facility's finished Compost product in all of the Sludge Generator's landscaping and other suitable applications.

Section 6.5    AMOUNTS OWED TO AUTHORITY. All amounts owed by the Sludge Generator to the Authority under the terms of this Agreement shall be paid to the Authority within a reasonable time period, as determined by the parties. Such "reasonable time period" shall not exceed 180 days. If payment is not made to the Authority within a reasonable time period and such failure to pay impacts the covenant to the General Bond Resolution, then such amount shall be paid immediately.

Section 6.6 INSURANCE. The Authority shall use commercially reasonable efforts to provide that the Company be required to include the Sludge Generator as an additional insured on all operation period liability insurance policies the Company is required to maintain under the Operation Agreement, except for any worker's compensation and disability benefits liability policies. At all times during the Term of this Agreement, the Sludge Generator shall maintain a \$2,000,000 level of liability coverage on its Sewerage System, either by purchasing liability insurance or by demonstrating a self-insurance program which can adequately provide such coverage.

Section 6.7 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly executed by both parties, and, to the extent such change, modification, amendment or waiver would result in an increase of the amounts payable hereunder in excess of \$100,000, by the Legislature of Rockland County.

Section 6.8 NOTICE OF LITIGATION. Each party shall deliver written notice to the other of any litigation or similar proceeding to which it is a party and which questions the validity or enforceability of this Agreement or any other contract or agreement executed by the Authority or the Sludge Generator or any regulatory or license, permit or approval issued in connection herewith.

Section 6.9 FURTHER ASSURANCES. At any and all times the Authority and the Sludge Generator so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

Section 6.10 ASSIGNABILITY. Except as expressly provided in this Section, no party to this Agreement may assign or encumber any interest herein to any person without the consent of the other party hereto, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective successors or assigns of each party hereto. The parties hereto retain the right to reorganize and to have any other body corporate and politic or political subdivision of the State succeed to the rights, privileges, powers, immunities, liabilities, disabilities, functions and duties of either party hereto, as may be authorized by law, in the absence of any prejudicial impairment of any obligation of contract hereby imposed. The Authority may assign its rights hereunder to any fiduciary as security to the extent required in connection with the issuance of Bonds.

Section 6.11 INDEMNIFICATION.

(A) By Authority. To the extent allowable by law, the Authority agrees that it will protect, indemnify and hold harmless the Sludge Generator and its respective officers, employees, agents, representatives, contractors and subcontractors from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or fault of the Authority or any of its officers, members, employees, agents, representatives, contractors or subcontractors in connection with its obligations or rights under this Agreement, or (2) the performance or non-performance of the Authority's obligations under this Agreement.

(B) By Sludge Generator. To the extent allowable by law, the Sludge Generator agrees that it will protect, indemnify and hold harmless the Authority and its



respective officers, employees, agents, representatives, contractors and subcontractors from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or fault of the Sludge Generator or any of its officers, members, employees, agents, representatives, contractors or subcontractors in connection with its obligations or rights under this Agreement, or (2) the performance or non-performance of the Sludge Generator's obligations under this Agreement.

Section 6.12 UNCONTROLLABLE CIRCUMSTANCES. Except as otherwise provided herein with respect to the Service Covenant, neither party shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement to the extent due to the occurrence of an Uncontrollable Circumstance. The party experiencing an Uncontrollable Circumstance shall give prompt written notice to the other, and use all reasonable efforts to eliminate the cause thereof, reduce costs and resume performance hereunder. The parties hereto acknowledge that the occurrence of an Uncontrollable Circumstance under the Operation Agreement which affects the Authority's ability to comply with the Service Covenant shall constitute an Uncontrollable Circumstance hereunder.

Section 6.13 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 6.10 hereof.

Section 6.14 FORUM FOR DISPUTE RESOLUTION. The sole and exclusive forum for the determination of any question of law or fact to be determined in any judicial proceeding relating to this Agreement shall be the Supreme Court of the State of New York sitting in

Rockland County, New York. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to the Facility or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in such Court.

Section 6.15 NOTICES.

(A) Operating Notices. Any notice or communication hereunder related to routine, operation matters arising under the Agreement and related day-to-day operations issues ("Operating Notices"), shall be delivered by email, facsimile, or may be give personally by telephone promptly followed by email or facsimile confirmation as follows:

If to the Authority:

Operations Manager  
Rockland County Solid Waste Management Authority  
420 Torne Valley Road  
P.O. Box 1217  
Hillburn, New York 10931  
Tel: (845) 292-1729  
Fax: (845) 753-2281  
Email: GDamiani@RocklandRecycles.com

With a copy to:

Executive Director  
Rockland County Solid Waste Management Authority  
420 Torne Valley Road  
P.O. Box 1217  
Hillburn, New York 10931  
Tel: (845) 753-2200  
Fax: (845) 753-2281  
E-Mail: ARoppolo@RocklandRecycles.com

To the Sludge Generator:

Executive Director  
Rockland County Sewer District No. 1  
4 Route 340  
Orangeburg, New York 10962  
Tel: (845) 365-6111  
Fax: (845) 365-6686  
E-Mail: PhilippD@co.rockland.ny.us

(B) Notices Other Than Operating Notices. All notices, consents, approvals or communications given pursuant to the terms of this Agreement other than Operating Notices, shall be given in writing and shall be sufficiently given if delivered in person or by overnight courier to the following:

If to the Authority:           Executive Director  
Rockland County Solid Waste Management Authority  
420 Torne Valley Road  
P.O. Box 1217  
Hillburn, New York 10931

With a copy to:               Operations Manager  
Rockland County Solid Waste Management Authority  
420 Torne Valley Road  
P.O. Box 1217  
Hillburn, New York 10931

To the Sludge Generator:   Executive Director  
Rockland County Sewer District No. 1  
4 Route 340  
Orangeburg, New York 10962

With a copy to:               Chairman  
Rockland County Sewer District No. 1  
4 Route 340  
Orangeburg, New York 10962

(C) Changes to Notification Addresses. Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party. Notices and communications given by mail hereunder shall be deemed

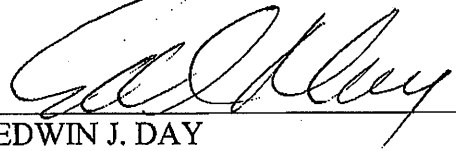
to have been given five (5) days after the date of dispatch. All other notices shall be deemed to have been given upon receipt.

IN WITNESS WHEREOF, the parties have caused this Intermunicipal Sludge Management Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

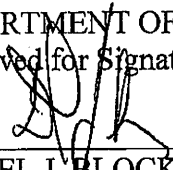
ROCKLAND COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY

  
ANNA ROPPOLO  
Executive Director


COUNTY OF ROCKLAND

  
EDWIN J. DAY  
County Executive

DEPARTMENT OF LAW  
Approved for Signature of County Executive

  
DANIEL J. BLOCK  
Assistant County Attorney

ROCKLAND COUNTY SEWER DISTRICT  
NO. 1

  
DIANNE PHILIPPS, P.E.  
Executive Director

STATE OF NEW YORK


)

) ss.:

COUNTY OF ROCKLAND

)

On the 19 day of January 2017, before me, the undersigned, personally appeared **ANNA ROPPOLO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**DEBRA SAMUELS**  
Notary Public, State of New York  
No. 01SA6340292  
Qualified in Rockland County  
Commission Expires April 18, 2020

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF ROCKLAND )

BEVERLY A FLOERSHEIM  
Notary Public State of New York  
#4979193  
Qualified in Rockland County  
Commission Expires March 25, 2019

On the 19 day of May, 2017, before me came EDWIN J. DAY, to me known, being duly sworn by me, did depose and say that he is the County Executive of Rockland County, a municipal corporation; his office address is 11 New Hempstead Road, New City, New York, and he executed the foregoing instrument on behalf of the County of Rockland.

*Beverly A Floersheim*  
Notary Public

ATTESTATION:

As Clerk to the Legislature, I hereby attest that I know the seal of the Legislature of Rockland County, and that the seal affixed to this instrument is such seal.

*Laurence O. Toole*  
LAURENCE O. TOOLE  
Clerk to the Legislature

**APPENDIX A**  
**LITIGATION**



**APPENDIX B**  
**FACILITY PERMIT**

**[PERMIT TO BE INSERTED HERE]**



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

**Permittee and Facility Information**

**Permit Issued To:**  
ROCKLAND COUNTY SW MGMT  
AUTHORITY  
420 TORNE VALLEY RD  
PO BOX 354  
HILLBURN, NY 10931  
(845) 753-2200

**Facility:**  
ROCKLAND COUNTY CO-COMPOSTING  
FACILITY  
400 TORNE VALLEY RD  
HILLBURN, NY 10931

**Facility Permit Contact:**  
BRIAN FLEURY  
WECARE ORGANICS  
9293 BONTA BRIDGE RD  
JORDAN, NY 13080  
(845) 753-2242

**Facility Location:** in RAMAPO in ROCKLAND COUNTY  
**Facility Principal Reference Point:** NYTM-E: 570.2646296337269      NYTM-N:  
4553.322528071351

Latitude: 41°07'41.4" Longitude: 74°09'46.5"

**Authorized Activity:** Operation of a sewage sludge co-composting facility for an average of 90 wet tons per day, six days per week, of municipal waste water treatment plant sludge and other approved organic wastes in accordance with plans and reports identified in Solid Waste Management Condition #1 and as conditioned by this permit.

**Permit Authorizations**

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

Permit ID 3-3926-00274/00001

(Solid Waste ID 44C10)

Renewal

Effective Date: 1/20/2017

Expiration Date: 1/19/2027

JA 11

**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: SCOTT BALLARD, Deputy Regional Permit Administrator  
Address: NYSDEC Region 3 Headquarters  
21 S Putt Corners Rd  
New Paltz, NY 12561

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

Date 11/9/17

**Distribution List**

BRIAN FLEURY  
J. Lansing/T. Laibach, DMM Region 3  
S. Rowland/M. Baker/K. Ellsworth, DMM Albany  
A. Roppolo, RCSWMA  
J. Heath, GHD

**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 Rockland County Solid Waste Management Authority on September 9, 2015; and the Approved Documents referenced in Solid Waste Management Conditon #24.

2. **Part 360** The facility must operate in conformance and compliance with 6 NYCRR Part 360 Solid Waste Management Facilities Regulations (part 360) or any revisions hereafter promulgated and any State law, rule, code, or regulation; and, the special and general conditions of this permit

Failure of the permittee to meet any of the terms and conditions of this permit is a violation of Part 360 and may be subject the permittee to enforcement action.



**3. Compliance** Initial issuance or renewal of this permit shall not be construed as a determination by the Department that the facility is in compliance with applicable regulations or with the permit conditions. Compliance determination will be made by the Department by means of periodic facility inspections and compliance audits.

The permittee shall only accept solid waste generated by sources located within municipalities or planning units which are included in a comprehensive recycling analysis (CRA) which has been approved by the Department pursuant to 6 NYCRR Part 360-1.9(f) and which has implemented the recyclables recovery determined to be feasible by the analysis.

#### **AUTHORIZED WASTE and OPERATIONS**

**4. Tonnage Limit** The Permittee is authorized to accept a maximum of 33,000 total wet tons per year of the organic material specified below for composting. Within this yearly maximum, the facility may accept a daily average of 90 wet tons per day and up to a maximum of 195 wet tons per day provided the facility does not contravene any condition of this permit, any provision of Part 360, or any article of Environmental Conservation law. A calendar month shall be the period of time used for tonnage calculation.

**5. Acceptable Wastes** The facility shall only accept and accumulate:

Biosolids: (sewage sludge dewatered to at least 13% total solids) from the following sources: Rockland County Sewer District 01, Town of Orangetown, Town of Guilderland, Village of Suffern, Town of Stony Point, Joint Regional (Haverstraw and West Haverstraw), West Point Military Academy, Joint Meeting (Essex & Union counties, NJ), Highlands WWTP, 7 NYCDEP Sludge De-Watering Facilities, City of Little Falls.

Yard Waste: leaves, grass clippings, garden debris, brush

Uncontaminated shredded wood and low grade paper

Dewatered Filtration Plant Sludge from the United Water Lake DeForest Plant

Clean Food Waste: sourced from pre-consumer and post-consumer generators that actively minimize inorganic material unsuitable for composting as outlined in the permittee's O&M manual. Refer to GC 28, Facility Documents and Plans.

**6. Unacceptable Wastes** The permittee is prohibited from accepting any waste other than outlined in Solid Waste Management Permit Condition #5 unless otherwise approved by the Regional Materials Management Supervisor (RMMS) or his designee.

**7. Ultimate Disposal of Waste** All solid waste passing through the facility must be ultimately treated or disposed of at a facility authorized by the Department if located in New York State, or by the appropriate governmental agency or agencies if in other states, territories, or nations.

**8. Operating Hours** The facility may operate continuously, but deliveries to the composting facility shall be made only between the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday. Emergency deliveries after normal operating hours or on Sunday may take place only with the written approval of the RMMS.



**9. Inbound Organics** The input of biosolids and other organic material to the composting facility must meet the pollutant limits established in Table 4 of Section 360-5.10. Biosolids and other organic material found unacceptable for composting shall be disposed of at an approved solid waste management facility.

**10. Pathogen and Vector Attraction Reduction** The facility must meet pathogen reduction (PR) and vector attraction reduction (VAR) requirements. For PR, the temperature of the entire compost mix must be maintained at 55 degrees C (131 degrees F) or higher for at least three consecutive days. For VAR, the entire compost mix must be maintained above 40 degrees C (104 degrees F) for at least 14 consecutive days, with the average temperature during the period higher than 45 degrees C (113 degrees F). The three days for PR can count towards the VAR detention time requirement, but the time for VAR cannot include any time before PR has begun. The combined number of days in the active composting cycle plus days in the curing cycle shall be a minimum of fifty (50) days. (Refer to Solid Waste Management Permit Condition #32, Analyses of Biosolids.)

**11. Leachate** All leachate generated by storage, handling or composting must be controlled, collected and disposed in a manner approved by the Department.

**12. Odor Control** Adequate odor control shall be provided at the biosolids compost facility such that chronic odors do not adversely affect residential, business, institutional and recreational use and enjoyment of the surrounding properties. If the Department determines, based on staff investigation, that odors from this facility constitute a nuisance or hazard to health or property in the surrounding area in contravention of Part 360 standards, the Department shall so notify the permittee by Certified Mail. Any operational changes deemed necessary by the Department to abate odors must be followed. If the Department determines that odor problems persist at this facility, the Department may modify, suspend or revoke this permit to achieve odor control.

Any odor or other complaints about the operation of this facility must be documented, including a description of action taken to alleviate the concern and the results of the action. Documentation must be available for review at the Department's request and included in Section 10 of the facility annual report. (Refer to Solid Waste Management Permit Condition #31, Annual Report.)

**13. Product Storage and Use** The product must be mature and must be used in a legitimate manner as a soil amendment. The department may require testing of the product for maturity prior to distribution on a case by case basis. Maturity testing may include but not be limited to: potential for reheating, organic matter reduction, plant growth impact, or oxygen consumption. The degree of maturity required will depend on the use of the product.

The compost product must not contain pollutant levels greater than the values found in Table 7 of Section 360-5.10. The addition of sawdust, soil or other materials to the process or the product for dilution purposes is not allowed. Compost product that exceeds standards shall be disposed of at an approved solid waste management facility with written confirmation to the department.

The finished compost particle size must not exceed 10 millimeters or 0.39 inches in length, except for wood particles derived from the use of wood chips as a bulking agent in composting.

On site product storage is limited to 24 months, unless otherwise approved by the department.



An information sheet or brochure must be provided to the compost user, including the name and address of the facility, the phone number, and recommended safe uses and any restrictions on use.

## **FACILITY OPERATIONS**

**14. Control Program** Pursuant to 360-1.14(e)(1), a control program, which must include an employee training program, must be instituted to recognize and properly handle unauthorized waste brought to the facility. An employee who has been trained in accordance with the facility-specific training program in the approved O&M Plan must be present as loads of incoming solid waste are discharged onto the tipping floor or processing pad to inspect each load for unauthorized waste.

Unauthorized waste received at the facility shall be removed from the facility as soon as practicable but not to exceed 90 days after discovery. The Department must be notified of each incident as specified elsewhere in this permit, and in the annual report. Records of each incident shall be maintained pursuant to Part 360-1.14(j)(1) and made available for Department review at the facility. At a minimum, the record of the incident shall contain the date the waste was received, the type of waste received, the date of disposal, the disposal method, and the location of disposal. Any unauthorized waste accepted at the facility must be managed in accordance with applicable Federal or State laws and regulations.

**15. Safety Hazards** Safety hazards to all persons at the facility shall be minimized at all times. The permittee shall keep all facility employees familiar with the Operation and Maintenance & Contingency Plans which are available for ready reference on the site.

**16. Adequate Personnel** Adequate personnel shall be on site to maintain proper operation of the facility at all times.

**17. Access** Access to and use of the facility shall be controlled by fencing, gates, and signs. A sign posted at all access points shall state the hours of operation and the types of waste accepted by the facility for processing.

**18. Nuisance Conditions** The operation of the facility must be conducted in such a manner that dust, litter, vectors, noise, and odors do not cause a nuisance condition or pose a threat to the health and safety. Any operational changes deemed necessary by the Department to correct nuisance conditions must be implemented.

## **CONSTRUCTION REQUIREMENTS**

**19. New Construction** At least ninety (90) days prior to commencement of any new construction, including subsequent phases, the permittee shall submit to the Department for its review and approval, engineering plans prepared by an individual who is licensed to practice engineering in the State of New York. Except for emergency repairs, no construction shall commence until written approval is received from the Department. All construction activities at this site must be supervised by an individual licensed to practice engineering in the State of New York.

**20. Plans and Specifications** All construction shall be in strict conformance with engineering plans and specifications prepared by a professional engineer (PE) licensed to practice in New York State, and any revisions to those plans and reports which are approved in writing by the Department.



21. **Notifications** The permittee must notify the Department in writing and five (5) days prior to commencement of any construction, including subsequent phases of a construction project, to provide the Department with an opportunity to observe and inspect the construction.

22. **Certification** A Construction Certification Report signed, stamped and certified by a professional engineer (PE) licensed to practice in the State of New York, must be submitted to the Department within forty-five (45) days after completion of any construction. The construction certification report must certify that the construction was completed in accordance with the PE certified plans and/or reports and in compliance with all applicable 6 NYCRR Part 360 regulations. As-built drawings of the new construction as well as photographs, shall be submitted to the RMMS as part of the Report.

### ENVIRONMENTAL MONITOR

23. **Monitor Account** In the event an environmental monitor is assigned to the facility, the account to fund the environmental monitor(s), if established under permit, shall be as follows:

- A. The Permittee shall fund environmental monitoring services to be performed by or on behalf of the Department. These monitoring services will include, but not be limited to, the scope of work in an annual environmental monitoring work plan which is incorporated by reference and enforceable under this Permit.
- B. The Permittee shall provide to the Department on an annual basis the funds necessary to support the activities set forth in the annual environmental monitoring work plan. The sum to be provided will be based on the annual budgeted amount and is subject to annual revision. Subsequent annual payments shall be made for the duration of this Permit or until the environmental monitoring services are no longer necessary, whichever comes first.
- C. The Permittee shall be billed annually, prior to the start of each State Fiscal Year (SFY) (April 1). If this Permit is to first become effective subsequent to April 1, the initial bill will be for an amount sufficient to meet the anticipated cost of the environmental monitoring services through the end of the current SFY.
- D. The Department may revise the required annual bill on an annual basis to include all of the Department's estimated costs associated with the environmental monitoring services. The annual revision may take into account such factors as inflation, salary increases, changes in the fringe benefits rate, changes in operating hours and procedures, changes in non-personal service costs (including travel, training, sampling and analytical, and equipment costs, etc.), an increase or decrease in the level of environmental monitoring services necessary, and an increase or decrease in the number of environmental monitors. Upon written request by the Permittee, the Department shall provide the Permittee with a written explanation of the basis for any revisions.
- E. Prior to making its annual payment, the Permittee will receive, and have an opportunity to review, an annual environmental monitoring work plan that the Department will undertake during the year.



- F. Payments are to be made in advance of the period in which they will be expended and shall be made in full within 30 days of receiving a bill from the Department. The bill from the Department to the Permittee will provide information regarding to whom payments should be made payable and the address to which payments should be sent.
- G. Failure to make the required payments shall be a violation of this Permit. The Department reserves all rights to take appropriate action to enforce the above payment provisions.
- H. The environmental monitor shall abide by all of the Permittee health and safety and operational requirements and policies, if such requirements and policies exist and provided they are not inconsistent with Department policies and labor management contracts, and further provided, however, that this shall not be construed as limiting the environmental monitor's powers as otherwise provided for by law and shall not result in the environmental monitor being afforded less protection than otherwise provided to the environmental monitor by State and Federal health & safety requirements.
- I. The environmental monitor shall receive from the Permittee all general and site-specific safety training which is normally given to new facility/site employees for all areas of the facility or site. This training will be a supplement to the health & safety training that the environmental monitor receives from the Department.
- J. Upon selection of the environmental monitor, the Permittee shall immediately furnish to the environmental monitor any facility/site health & safety and operational requirements and policies. Within five (5) days of any revision to the facility/site health and safety and operational requirements and policies, the Permittee shall furnish to the environmental monitor the health & safety and operational requirements and policies.
- K. The environmental monitor shall be permitted to use environmental monitoring and data collection devices (e.g., photo ionization detectors, cameras, video recording devices, computers, cell phones, etc.) deemed necessary by the Department to evaluate and document observed conditions. Copies of the data or images collected from areas where confidentiality is a concern shall be provided to the Permittee upon their request. The Permittee may request the data and images be considered confidential information if appropriate.
- L. It will remain the responsibility of the Permittee to contact the Spill Hotline or any Division within the Department regarding any required notification of any spill, release, exceedances, etc. Notification to the environmental monitor will not be considered sufficient to replace any required notifications.

#### APPROVED DOCUMENTS

**24. Approved or Relevant Documents** The facility shall be operated in conformance with the following approved or relevant plans and documents, to the extent they do not conflict with 6 NYCRR Part 360 Solid Waste Management Facilities Regulations and this permit:

- a) The Part 360 Permit Application and Engineer's Report dated April 1995 submitted under the signature of Elias W. Pritchard, P.E.





- b) Co-Composting Facility Building Repairs Construction Documentation Report dated October 2015 under the signature of Jeffrey H. Heath, P.E
- c) Renewal Application Materials dated January 19, 2016 under the signature of Jeffrey H. Heath, P.E.
- d) Variance Request from Rockland County Solid Waste Management Authority dated August 2, 2016 on copper levels from receiving sludge for Sewer District #1
- e) Plans, reports and manuals approved pursuant to the requirements of Solid Waste Management Permit Conditions #26 and #27.

The above documents supersede all previously approved plans for the facility.

### **SUBMISSIONS, APPROVALS, and NOTIFICATIONS**

**25. Submissions** Unless otherwise specified, all submissions required by this permit shall be made as follows:

One paper copy and one digital copy on CD to:

Regional Materials Management Supervisor  
Division of Materials Management - Region 3  
New York State Department of Environmental Conservation  
21 South Putt Corners Rd.  
New Paltz, New York, 12561-1620

One paper copy and one digital copy on CD to:

Bureau of Permitting and Planning  
Division of Materials Management  
New York State Department of Environmental Conservation  
625 Broadway, 9th Floor  
Albany, New York 12233-7258

**26. Facility Documents and Plans** Within ninety (90) days of the effective date of this permit, the permittee shall provide a completely updated Operation and Maintenance Plan. This plan shall include an operational Contingency Plan along with a Clean Food Waste Acceptance Protocol as outlined in Special Condition #3. This submittal shall be signed and stamped by a licensed Professional Engineer.

**27. Approvals** All approvals required by this permit shall be obtained in writing from either the Regional Materials Management Supervisor (RMMS) or the Regional Permit Administrator (RPA), or their designees.

The Permittee shall obtain prior approval from the Department for any new construction or work which will result in a modification of the facility or any component of the facility.

Prior approval is not required for the repair or replacement of a facility component provided that such repair or replacement does not result in a modification of the facility or any component of the facility and provided that the Department is notified in writing within 24 hours after completion of the repair or replacement work. However, repairs such as floor replacement, biofilter and leachate collection system repairs do require prior notice, plans and approval as deemed necessary by the Department.



Emergency repairs to facility components which result in a modification, as defined above, are undertaken at the risk of the Permittee, unless prior approval is granted by the Department. The Permittee shall restore the facility to its previously approved configuration, if directed to do so by the Department.

**28. Notifications** The permittee shall notify the Regional Materials Management Supervisor (RMMS) by telephone (845) 256-3123 or e-mail (james.lansing@dec.ny.gov) **immediately** of any emergency situations, including fires, receipt of regulated medical waste or hazardous waste, spills, a cessation of operation at the facility, or if any structure or component becomes damaged or malfunctions in any way. The notification shall describe the nature of the emergency, emergency actions taken or proposed, and the schedule for implementation of the emergency actions. These emergency incidents must be further documented in the facility's annual report.

Prior to performing any non-routine construction, monitoring, or maintenance activity, (except for emergency repairs), the RMMS shall be notified in writing at least five (5) business days in advance of such activity.

## **REPORT and RECORDS**

**29. Permit and Plans** A copy of this permit, along with all documents mentioned in the special conditions and documents required by 6 NYCRR Part 360, must be available for inspection by NYSDEC during operational hours at the project site.

The Permittee shall make all facility employees familiar with the approved Operation & Maintenance Manual and Contingency Plan and have them available for ready reference on the site. The permittee shall provide copies of the approved plans to the Rockland County Health Department.

The facility shall have individual/individuals on site that is/are sufficiently trained in the implementation of the Contingency Plan and is/are sufficiently trained in incident response. The Permittee shall be responsible for making these documents available for non-English speaking employees whose primary language is other than English. These documents must be available to employees no later than sixty (60) days after the effective date of this permit and/or the start of a new employee with special language requirements.

**30. Updates** All reports, plans and manuals, unless otherwise specified in the permit application or special conditions, must be updated no less frequently than renewal of the permit to operate. The permittee must submit revised plans and reports at any time that such revisions are necessary to comply with revised 6 NYCRR Part 360 regulations and/or whenever the permittee is notified by the Department that revisions are necessary to comply with applicable 6 NYCRR Part 360 regulations, regardless of whether or not such plans or reports have been previously approved. All updated plans, manuals, and reports must be prepared, stamped and signed by a Professional Engineer licensed to practice engineering in the State of New York.

**31. Annual Report** An annual report shall be submitted no later than March 1 of each calendar year while this permit is in effect. The annual report must be prepared in accordance with Part 360 requirements detailed in the Permitted Facility Annual Report for Biosolids Composting which can be downloaded from this link on the Department's website:  
<http://www.dec.ny.gov/chemical/52706.html>



**32. Analyses of Biosolids** All sewage sludge particles must be exposed to the required time and temperature to ensure that the Pathogen Reduction (PR) and Vector Attraction Reduction (VAR) requirements are met. Compliance with the PR and VAR requirements must be based on the lowest temperature readings, not an average of temperatures from each location. Temperature probes must be calibrated according to manufacturer recommendations at least annually. The input biosolids must be analyzed annually in accordance with the following:

- a. The parameters for analysis found in Table 1 of Section 360-5.10.\*
- b. The minimum number of analyses required depends on the quantity of input biosolids outlined in Table 6 of Section 360-5.10.
- c. With the exception of pH and total solids, all results must be reported on a dry-weight basis. The analyses must comply with the following criteria:
  - The sampling date, location and protocol used to obtain representative samples for each analysis must be recorded.
  - Analyses must be performed by a NYSDOH certified laboratory using the methods and protocol in Table 12 of Section 360-5.10.

The department may reduce the annual number of analyses for Group A, B and C parameters required if the waste quality consistently meets the quality standards.

\*The Variance Request (see Solid Waste Management Permit Condition #24(d), Approved or Relevant Documents) to increase monthly copper concentrations from 1500 mg/kg to 1800 mg/kg dry weight for the Sewer District #1 (Orangeburg WWTP) is hereby approved. The Authority must continue to investigate the reasons for increased copper concentrations from this source. No change to the regulatory pollutant limits on the compost product has been requested nor provided with this variance authorization.

**33. Daily Operational Records** Operational records must include all monitoring data, quantity of material processed, quantity of product curing, and quantity of product intended for use. The following information must be retained at the facility:

- a. A copy of the complete and final permit application.
- b. Records of pollutant concentration including: date of sample collection, sampling location, sample type, name of sampler, name of laboratory, analytical methods used, quality assurance/quality control procedures, and analytical results.
- c. Records of PR and VAR methods used, a description of how compliance was achieved, and supporting monitoring and analytical data.

All inspection logs, records and monitoring records shall be maintained by the Permittee for a period of seven years from the date of recording.

#### **CHANGES in OWNERSHIP or MANAGEMENT**

**34. Transfer Process** Pursuant to 6 NYCRR Part 621, prior to a change in the owner(s) or the operator(s) of the facility, the Permittee is required to submit for approval information needed by the Department to determine the fitness of the individual or company who will assume operation or ownership of the facility. The following requirements apply:



- a. If the Permittee intends to contract with an individual or company to become a new operator of the facility, the Permittee must notify the RMME in writing at least thirty (30) days prior to the proposed change in operator and the proposed operator must submit a completed Record of Compliance (ROC) form.
- b. For a corporate permittee, whose stock is privately held, if there is any change in officers, principals, directors or stockholders of the permitted company, the permittee must notify the RMME at least thirty (30) days prior to this change and submit a completed ROC form for each officer, principal, etc. that is proposed to change.
- c. If an individual or another company acquires any or all of the stock of the permitted company, the stock buyer must notify the Department at least thirty (30) days prior to the proposed change in stock ownership and submit a completed ROC form. If the stock buyer is a non-publicly traded company, then any officer, principal, director or stockholder of the company acquiring the stock, as well as the company itself, must submit a completed ROC form. If the new stockholder is a publicly traded company, any stockholder of it who owns (or increases their stock ownership to) at least 25% of the publicly traded stock must submit a "30-day prior notification" and a completed ROC form to the Department.

#### **FINANCIAL ASSURANCE and CLOSURE REQUIREMENTS**

**35. Closure** Unless this permit is renewed, the permittee shall close the site prior to the expiration date of this permit or prior to the expiration of any renewals of this permit in accordance with the closure requirements in 6 NYCRR Part 360-1.14.

Within forty-five 45 days of the completion of the closure activities, the permittee shall submit to the RMMS a certification, prepared and stamped by a Professional Engineer licensed to practice engineering in New York State, that the facility has been closed in accordance with 6 NYCRR Part 360-1.14 and 360-6.6; and certifying that the need for further maintenance or corrective actions is minimized and that adverse environmental or health impacts such as, but not limited to, contravention of surface water and groundwater quality standards, gas migration, odors and vectors are prevented or remedied.

**36. Financial Assurance** In accordance with 6NYCRR Part 360-1.12 and Part 373-2.8 of this title, the department may elect to require a form of Financial Assurance along with an original signed duplicate Standby Trust Agreement acceptable to the Department, in an amount acceptable to the Department, for closure and post-closure monitoring of the Co-composting facility. Such financial document shall clearly state any expiration date assigned by the financial institution or permittee. Neither the provision of the Financial Assurance, nor any act of the Department in drawing upon the financial funding shall relieve the permittee of their obligation to comply with this permit and the requirements to close the facility properly. The surety shall be in a form acceptable to the Department, and submitted to:

Regional Materials Management Supervisor  
Division of Materials Management – Region 3  
New York State Department of Environmental Conservation  
21 South Putt Corners Road  
New Paltz, New York 12561-1620



**In the alternative, this permittee may seek coverage under Part 360-2.19(e)(6) or (8) local government financial test or guarantee respectively.**

The Department reserves the right to adjust the amount of the Financial Assurance to account for changing closure costs and for non-compliance with any conditions of this permit or any requirement of Part 360.

In the event that the financial institution or permittee proposes to terminate the Financial Assurance at any time, the permittee shall, no less than thirty (30) days prior to the effective date of such termination, provide a substitute Financial Assurance in the same amount and form, or other form acceptable to DEC. If an acceptable substitute has not been provided by thirty (30) days prior to the termination date, DEC may draw upon the Financial Assurance for its amount and hold the amount drawn as a cash collateral guarantee until such time as an acceptable substitute is provided or if necessary during the time prior to the provision of a substitute Financial Assurance, may expend such sums as may be required in the event of the permittee's default of its obligations regarding compliance with this permit, the Permit to Operate these facilities or their closure.

The department will provide 60-day notice to the permittee should financial assurance be required.

#### **CESSATION of CONSTRUCTION or OPERATIONS**

**37. Cessation** The facility must routinely and regularly receive authorized solid waste during the permit period. All equipment necessary for the safe and compliant operation of the facility, and required by the approved Engineering Report, O&M Manual, Contingency Plan, and the terms of this permit, must be in place and functional at all times. If construction or operation activities allowed under this permit cease for a period of twelve (12) consecutive months, the permit automatically expires on the last day of the 12th month following cessation of activities. There is no automatic expiration when the cessation of construction or operation is caused by factors beyond the reasonable control of the permittee, as determined by the Department, or when such cessation is in accordance with the provisions of the permit.

#### **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 3 Headquarters  
21 S Putt Corners Rd  
New Paltz, NY12561

**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.

**Item E: SEQR Type II Action, Renewal** Under the State Environmental Quality Review Act (SEQR), the Department of Environmental Conservation has determined that this permit is a renewal where there will be no material change in permit conditions or the scope of permitted activities and is therefore a Type II Action and not subject to further procedures under this law.

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 3  
21 South Putt Corners Road, New Paltz, NY 12561-1620  
P: (845) 256-3054 | F: (845) 255-4659  
[www.dec.ny.gov](http://www.dec.ny.gov)

## IMPORTANT NOTICE TO ALL PERMITTEES

The permit you requested is enclosed. Please read it carefully and note the conditions that are included in it. The permit is valid for only that activity expressly authorized therein; work beyond the scope of the permit may be considered a violation of law and be subject to appropriate enforcement action. Granting of this permit does not relieve the permittee of the responsibility of obtaining any other permission, consent or approval from any other federal, state, or local government which may be required.

Please note the expiration date of the permit. Applications for permit renewal should be made well in advance of the expiration date (minimum of 30 days) and submitted to the Regional Permit Administrator at the above address. For SPDES, Solid Waste and Hazardous Waste Permits, renewals must be made at least 180 days prior to the expiration date.

The DEC permit number & program ID number noted on page 1 under "Permit Authorization" of the permit are important and should be retained for your records. These numbers should be referenced on all correspondence related to the permit, and on any future applications for permits associated with this facility/project area.

If a permit notice sign is enclosed, you must post it at the work site with appropriate weather protection, as well as a copy of the permit per General Condition 1.

If the permit is associated with a project that will entail construction of new water pollution control facilities or modifications to existing facilities, plan approval for the system design will be required from the appropriate Department's regional Division of Water or delegated local Health Department, as specified in the State Pollutant Discharge Elimination System (SPDES) permit.

If you have any questions on the extent of work authorized or your obligations under the permit, please contact the staff person indicated below or the Division of Environmental Permits at the above address.

*Joseph A. Murray*

Division of Environmental Permits, Region 3  
Telephone (845) 256-3040

- ☐ Applicable only if checked. Please note all work authorized under this permit is prohibited during trout spawning season commencing October 1 and ending April 30.
- ☐ Applicable only if checked for STORMWATER SPDES INFORMATION: We have determined that your project requires coverage under the General Stormwater SPDES Permit. You must file a Notice of Intent to obtain coverage under the General Permit. This form can be downloaded at: <http://www.dec.ny.gov/chemical/43133.html>
- ☐ Applicable only if checked - MS4 Areas: This site is within an MS4 area (Municipal Separate Storm Sewer System), therefore the SWPPP must be reviewed and accepted by the municipality. The MS-4 Acceptance Form must be submitted in addition to the Notice of Intent.

Send the completed form(s) to: NYS DEC, Stormwater Permitting, Division of Water, 625 Broadway, Albany, New York 12233-3505; in addition, DEC requests that you provide one electronic copy of the approved SWPPP directly to NYS DEC, 100 Hillside Avenue - Suite 1W, White Plains, NY 10603-2860.



Department of  
Environmental  
Conservation



## APPENDIX C

### ODOR CONTROL FORMULAS

#### Hydrogen Sulfide (H<sub>2</sub>S)

< or = 3 mg/l

> 3 mg/l

#### Odor Control

No odor control measures necessary.

Odor control measures

as necessary to reduce hydrogen sulfide level to less than 3 mg/l.

#### Odor Control Measures

The Sludge Generator shall at all times manage obnoxious odors relative to the hauling and transfer of sludge from the Wastewater Treatment Plants to the Facility. If obnoxious odors are deemed excessive by the Authority, then the Authority may pursue sampling and analysis for Hydrogen Sulfide by a laboratory certified for testing odor and air emissions. In such event, such test(s) will be paid for by the Authority. If Hydrogen Sulfide exceeds 3 mg/l the Sludge Generator shall submit an odor control countermeasure plan to reduce hydrogen sulfide levels to less than, or equal to 3 mg/l (the "Plan"). The Plan shall be submitted to the Authority in writing within three (3) days' notification of the exceedance and shall identify measures to effectively reduce hydrogen sulfide levels in the sludge. The Plan shall indicate any chemical dosages or other treatment measures, including dosage levels, which will be utilized to control odor. The Authority will respond to a proposed Plan within five (5) days of its receipt thereof. Upon acceptance by the Authority, the Sludge Generator shall implement the approved measures as soon as possible. Subsequent testing after completion of corrective measures shall be paid by the Sludge Generator until acceptable H<sub>2</sub>S levels are achieved. Until odor is controlled, the Authority will consider the sludge to be Unacceptable Sludge.

## APPENDIX D

### ACCEPTABLE SLUDGE CRITERIA AND TESTING PROTOCOLS

Only "Acceptable Sludge" will be accepted by the Authority and processed at the Facility. The criteria for determining "Acceptable Sludge" will be based on Applicable Law, including pertinent regulations, and the following limits and testing protocols.

#### 1.0 SOLIDS CONTENT

##### 1.1 Minimum Solids Content

The minimum solids content shall be 13%. No chemical Additives are allowed to be added directly to the dewatered sludge unless approved by the Authority in writing prior to delivery.

##### 1.2 Average Solids Content

The following minimum average monthly solids content shall be provided by the Sludge Generator.

<u>Sludge Generator</u>	<u>Average % Solids</u>
RCSD#1	
Orangeburg WWTP	18.5%
Western Ramapo AWT	16.0%

#### 2.0 SLUDGE SAMPLING

The Authority is responsible for generating a Compost product whose quality satisfies regulatory requirements under 6NYCRR Part 360-5 Solid Waste Management Regulations (for sludge compost) and produces a marketable end product. Sampling of both the dewatered sludge feedstock and the finished Compost product is required for documenting compliance with NY State Regulations under the Authority's existing permit.

New York State regulations (6 NYCRR Part 360-5) which apply to the marketing and distribution of compost derived from dewatered sludge establishes the frequency of sampling in proportion to the quantity of sludge generated.

##### 2.1 Number and Frequency of Sampling

Table 2.1 presents the requisite number and frequency of sampling and analysis of sludge and finished Compost. The required sampling schedule for the Sludge Generator is a function of

the annual quantity (dry/tons) of sludge produced. For the Facility, sampling frequency is also determined from its throughput based on regulatory requirements. For the purposes of this Agreement, the frequency of sampling for sludge is based on the total quantity of sludge produced by the Sludge Generator during the previous calendar year.

## 2.2 Sampling Responsibility

The Sludge Generator will be responsible for collecting grab samples of dewatered sludge and creating a representative composite sludge sample. The Authority will be responsible for picking up the composite samples and their proper distribution. The Sludge Generator shall also be responsible for recording percent solids of sludge on a daily basis. All data shall be recorded on the monthly report, a form of which is included at the end of this Appendix. The summary of percent solids of sludge shall be submitted to the Authority on a monthly basis. Any changes to the content of the form or reporting schedule shall require written approval from the Authority.

The Authority will provide to the Sludge Generator all collection grab and composite sampling containers for each new sampling period.

## 2.3 Sample Generation

### 2.3.1 Grab Sample

The Authority will notify the Sludge Generator in advance of the intended sampling period at the regular intervals as identified in Table 2.1. During the sampling period, representative grab samples will be collected by the Sludge Generator at the Wastewater Treatment Plants for those days when sludge cake is being produced, up to a maximum of five (5) consecutive days within a week. Grab samples will be collected no less frequently than daily between grab samples.

**TABLE 2.1**  
**NUMBER AND FREQUENCY OF SAMPLING OF DEWATERED SLUDGE**

Facility	Average Dry Tons/Year	Sampling Frequency
<b>RCSD #1</b>		
Orangeburg WWTP	1,440	Monthly
Western Ramapo AWT	165	Quarterly

All samples shall be representative of the sludge to be processed at the Facility. Guidance on obtaining representative samples may also be found in "POTW Sludge Sampling and Analysis Guidance Document," USEPA, August 1989. The Authority shall be responsible for completing all analytical testing, which shall be performed by a laboratory certified by the NY State Department of Health, for each analysis, using test methods outlined under the most current 6 NYCRR Part 360 regulations. The above referenced methods also prescribe the

appropriate Quality Assurance, Quality Control and Chain of Custody procedures to be followed for samples collected by the participating Sludge Generator.

Each grab sample will:

- Be preserved according to the Authority's directions and at a minimum, refrigerated to 4°C (39°F) until picked up by the Authority;
- Labeled with Sludge Generator identification; and
- Include the date, collection time and sampling location.

A sufficient quantity of sludge will be sampled to permit the construction of three (3) composite samples for each sampling period in an amount required by the Authority.

### 2.3.2 Composite Sample

The Sludge Generator will construct three (3) representative composite sludge samples from the five (5) individual daily grab samples. Construction of the composite sample should reasonably represent average sludge conditions on the day when individual grab samples are taken. To the practical extent possible, the grab samples should generally be taken in proportion to the quantity of sludge produced for the day.

Each proportioned grab sample is then mixed and thoroughly combined with each other to produce a representative composite sample of one liter each (the "Composite Sample"). The Composite Sample is then divided into three samples each of approximately equal quantity, appropriately sealed for chain-of-custody trace and refrigerated to 4°C (39°F) until picked up by the Authority for distribution:

Each Composite Sample will be identified as follows:

- Dates of Grab Sampling, Labeled with Sludge Generator Identification and weight of the composite sample; and
- Identification Number of Composite Sample (supplied by the Authority) followed by the Number 1, 2 or 3.

The Authority will acknowledge the receipt of three (3) sealed containers of Composite Samples and distribute them as follows:

- |              |  |
|--------------|--|
| Composite-1: | To be retained by the Sludge Generator until laboratory analysis is received by the Authority and the sludge is approved for composting. Or, if the laboratory results are inconclusive or negative the Sludge Generator can submit its Composite-1 for a confirming analysis. |
| Composite-2: | To be delivered by the Authority, sealed, to the Authority's office. Composite-2 will be used as the final analysis if Composite-1 and Composite-3 are at odds.  |
| Composite-3: | To be delivered by the Authority, sealed, to an analytical laboratory certified by the New York State Department of Health using test methods acceptable to the Department.  |

## 2.4 Analytical Parameters

Table 2.2 establishes, as of the date of this Agreement, the maximum pollutant concentration limits for sludge to be processed at the Facility. If there are regulatory changes to these limits during the Term of this Agreement, the Authority will provide written notice to the Sludge Generator and the parties will amend this Agreement in accordance with the new regulations and permit conditions.

## 2.5 Laboratory Results

If the laboratory results indicate compliance with the limits shown on Table 2.2, the sludge will be deemed Acceptable Sludge suitable for Composting and no further action will be required of the Sludge Generator until the next sampling period. The two (2) back up Composite Samples, 1 and 2, will be retained until the Authority's finished Compost analysis for the corresponding sampling period indicates an acceptable Compost product.

If the sludge is found to exceed any of the limits shown on Table 2.2, the Sludge will be deemed "non-compliant" sludge and the following procedures will be implemented.

- Upon notification from the Authority's Facility Operator of the "non-compliant" test results, the Authority shall notify the Sludge Generator in writing, indicating the test results for the applicable parameter(s) and the regulatory limits required for the specific parameter(s).
- In addition, the Authority shall also notify the NYSDEC relative to non-compliant test results.
- Within seven (7) days of the notice of non-compliance, the Sludge Generator shall advise the Authority of any changes in wastewater process streams or treatment processes that may have contributed to a non-compliant test results or confirmation that there have been no known changes or anomalies within the wastewater treatment process.
- Additional steps relative to "non-compliant" test results shall be processed in accordance with NYSDEC regulations and procedures.

If subsequent testing results continue to show exceedances of the same parameter, the Authority may deem the sludge as "Unacceptable Sludge", and such sludge shall be subject to the terms and conditions described in this Agreement for Unacceptable Sludge processing, including Article 4 hereof.

## 2.6 Unacceptable Sludge Resolution of Dispute

The Sludge Generator may dispute the Authority's analysis by notifying the Authority of its intent to submit its Composite-1 sample to a certified laboratory of its choice for an independent analysis. Upon receipt of the notice, the Authority will also submit its Composite-2 sample for analysis to a certified laboratory of its choice. Both samples must be submitted to a certified laboratory. In the event of conflicting analysis between Composite-1 (Generator) and Composite-2 (Authority), the Authority's results will govern. This action can take approximately 5 to 6 weeks after the date of the initial sampling period.

**TABLE 2.2**  
**MAXIMUM POLLUTANT CONCENTRATION LIMITS FOR DEWATERED SLUDGE**

Parameter	Concentration (mg/kg (Dry Weight))
1. Total Kjeldahl Nitrogen	N.L.
2. Ammonia	N.L.
3. Nitrate	N.L.
4. Total Phosphate	N.L.
5. Total Potassium	N.L.
6. pH	N.L.
7. Total Solids, %	N.L.
8. Total Volatile Solids	N.L.
9. Arsenic	41
10. Cadmium*	21
11. Chromium (Total)	1,000
12. Copper	1,800
13. Lead	300
14. Mercury	10
15. Molybdenum	40
16. Nickel	200
17. Selenium	100
18. Zinc	2,500

\* If the average cadmium concentration exceeds 5 ppm, on a dry weight basis, the cadmium zinc ratio must not exceed 0.015.

N.L. — No Limit established in 6 NYCRR Part 360.

Tests shall be conducted in accordance with the Environmental Protection Agency's "Test Methods for Evaluating Solid Waste" (SW-846), "Methods for Analysis of Water and Wastes" (EPA 600/6-79(20)), appropriate ASTM method or a comparable method subsequently approved by DEC.

During the period from the initial sample period through the resolution of the dispute, the Authority will continue to accept and process sludge from the Sludge Generator under the following conditions:

- Upon notification by the Authority to the Sludge Generator of exceedances of pollution concentration limits, the Sludge Generator will immediately take the following actions:
  - a. Establish a sludge collection program to sample for the offending pollutant on a daily basis and submit weekly Composite Samples for analysis. The results of the laboratory analysis will be shared with the Authority.
  - b. Implement a sampling program to identify the source of the offending pollutant and once identified have the source submit a remediation schedule acceptable to the Sludge Generator, DEC and the Authority.
  - c. Continue the collection program until the sludge quality is within the limits of Acceptable Sludge for a period of four (4) consecutive weeks.

If subsequent test results continue to show exceedances of the same parameter, the Authority may deem the sludge as "Unacceptable Sludge" and thus subject to the terms and conditions described in this Agreement for Unacceptable Sludge processing. To the extent that the applicable user fees are not sufficient to cover all costs and expenses incurred by the Authority as a result of such exceedances, including any fines and penalties assessed against the Authority, the Sludge Generator shall be responsible for the payment of such costs and expenses.

## 2.7 Authority Inspection of Sludge Generator Collection and Handling Practices.

The Authority shall have the right, but not the obligation, to inspect and confirm the Sludge Generator's collection and handling procedures and practices in connection with the Sludge Generator's testing of sludge and preparation of Composite Samples at the Wastewater Treatment Plants. Upon the request by the Authority to review or inspect the Sludge Generator's collection and handling procedures and practices, the Sludge Generator shall grant the Authority access to the applicable Wastewater Treatment Plant. While on the premises of the Wastewater Treatment Plant for such purposes, the Authority will comply with all Sludge Generator safety rules posted at the Wastewater Treatment Plant. Any review or comment provided by the Authority with respect to the Sludge Generator's collection and handling procedures and practices shall not limit the Sludge Generator's obligations or responsibilities hereunder. Nor shall such review or comment by the Authority impose any obligation or liability on the Authority.

## 2.8 Form of Monthly Report.

In accordance with subsection 4.6(C), the Sludge Generator will provide a monthly report in the form set forth below. Each monthly report will be certified by an Authorized representative of the Sludge Generator.

*[Remainder of page intentionally left blank]*

## **FORM OF MONTHLY REPORT**

**[Insert here]**



Rockland County Sewer District #1  
 SPDES #  
 Performance Report

Page 1

Date	FLOW		TEMPERATURE			PH		SETTLABLE SOLIDS			CBOD			SUSPENDED SOLIDS			% REM			RAIN DATA			FECAL COLIFORM		
	MAX MGD	AVG MGD	MIN MGD	RAW DEG_C	EFF DEG_C	RAW SU	EFF SU	RAW ml/L	EFF ml/L	RAW mg/L	EFF mg/L	RAW mg/L	EFF mg/L	RAW mg/L	EFF mg/L	EFF LBS	% REM	% REM	% REM	DATA	DATA	DATA	EFF MPN	CL2 Residual	CL2 Residual
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Rockland County Sewer District #1  
Temperature Performance Report

Date	Temperature ----- Degrees C				Temperature ----- Degrees C			
	Raw Influent ----- Grab Sample				Raw effluent ----- Grab Sample			
	01:00	05:00	09:00	13:00	17:00	21:00	Min	Max
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Rockland County Sewer District #1  
Performance Report

Page 3

Ph

Date	Ph ---- SU				PH ---- SU			
	Raw Influent ----		Grab Sample		Raw effluent ----		Grab Sample	
	01:00	05:00	09:00	13:00	17:00	21:00	Min	Max
	Avg	Max	Avg	Min	Max	Avg	Min	Max
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AVG	MAX	MIN	STD
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Rockland County Sewer District #1  
CL2 Performance Report

Page 5

Date	CL2				CL2				Min	Max	Avg	
	Raw Influent	01:00	05:00	09:00	Raw effluent	01:00	05:00	09:00				Grab Sample
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Remarks and Comments

Waste Water Treatment

SLUDGE SOLIDS TREATMENT

Primary and Secondary Sludge Combined in Thickeners  
THICKENED SLUDGE TO ANEROBIC DIGESTERS  
DIGESTED SLUDGE TO DEWATERING (Centrifuge)

Date	ID	August	Date	Reason
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Date	ID	Items From Previous Months	Date	Reason
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Rockland County Sewer District #1  
A Plant Operations Report

Page 8

Date	Plant Flow Mgd	Suspended Solids						B.O.D. Total						Bod Soluble						Cbod					
		Plant			Plant			Plant			Plant			Plant			Plant			Plant			Plant		
		Flow	S-Sol	Pri	RBC	Sec	S-Sol	S-Sol	%Rem	Final	%Rem	Bod	%Rem	Final	Bod	%Rem	Solub	Pri	Eff	Raw	%Rem	Final	Cbod	Raw	%Rem
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Rockland County Sewer District #1  
B Plant Operations Report

Page 9

Date	Flow		Suspended Solids						B.O.D. Total						Bod Soluble						Chod																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
	Plant	B	Plant	Plant	Pri	Pri	RBC	Sec	S-Sol	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	Plant	P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Rockland County Sewer District #1  
Total Plant Operations Report

Page 10

Date	Flow Mgd	Suspended Solids			B.O.D. Total			Bod Soluble			Cbod			CHLORINE			Before De-Chlor		
		Plant S.Sol Raw	Plant S.Sol Final	Plant S.Sol %Rem	Plant Bod Raw	Plant Bod Final	Plant Bod %Rem	Plant Solub Raw	Plant Solub Final	Plant Solub %Rem	Plant Cbod Raw	Plant Cbod Final	Plant Cbod %Rem	Plant GL2 day	Plant lbs day	Plant Coli forms	GL2 P.P.M.	Residual	
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Rockland County Sewer District #1  
Sludge Thickeners Operations Report

Page 11

Date	A1 % Ts	A1 % Vs	A1 Gal Pumped	A1 Lbs Pumped	A2 % Ts	A2 % Vs	A2 Gal Pumped	A2 Lbs Pumped	A Total Gal	A Total Lbs	B1 % Ts	B1 % Vs	B1 Gal Pumped	B1 Lbs Pumped	B2 % Ts	B2 % Vs	B2 Gal Pumped	B2 Lbs Pumped	B Total Gal	B Total Lbs
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Date	A1-Primary Digester- Fixed Cover							A2-Secondary Digester- Floater						
	Temp Deg F	PH	Vol Acids	Alky	Ratio Va/Alk	% Ts	% Vs	Temp Deg F	PH	Vol Acids	Alky	Ratio Va/Alk	% Ts	% Vs
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**AFFIDAVIT:**

I, \_\_\_\_\_, Authorized Representative of the Rockland County Sewer District No. 1, do hereby certify that to the best of my knowledge, the information stated above in the attached monthly report is true and correct.

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

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

**APPENDIX E**  
**SLUDGE TRANSPORTATION VESSEL**  
**REMOVAL REQUIREMENTS FOR ACCEPTABLE SLUDGE**

**PICK-UP SCHEDULE**

<b><u>Wastewater Treatment Plant Name</u></b>	<b><u>Sludge</u></b>
---	----------------------

**Rockland County Sewer District No. 1**

- |                       |                              |
|-----------------------|------------------------------|
| a. Orangeburg WWTP    | As requested (minimum daily) |
| b. Western Ramapo AWT | Self-delivery (daily)        |

**Note:**

Hauling of Acceptable Sludge will be the responsibility of the Company (or Designated Hauler) or as noted above. Hauling or self-delivery will be made available to the Sludge Generator on a daily basis from Monday through Friday each week. Holiday schedules may vary and the Sludge Generator will be advised of daily access. Upon request, the Authority may allow for multiple pick-ups of STVs on the same day. The schedule shall be coordinated directly with the Operator or Designated Hauler, as applicable.

The following requirements shall be adhered to by the Company when removing STVs of Acceptable Sludge:

*Rockland County Sewer District No. 1 Orangeburg WWTP*—Dewatered sludge will be discharged from an overhead hopper into a 40-cubic-yard trailer provided by the Company. The Company (or Designated Hauler, as applicable) will pick up one or more trailer loads per day (between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday) and deliver them to the Facility. The Company will leave one (1) empty STV on-site at all times.

*Rockland County Sewer District No. 1 Western Ramapo Advanced WWTP*—Self-delivery.

**STV Notification Program**

As indicated in subsection 4.5(A), the Authority will provide separate STVs at the Orangetown Wastewater Treatment Plant for the storage of Acceptable Sludge pending the removal and transportation by the Designated Haulers, as requested by the Sludge Generator. If more STVs are required, or replacement STVs are necessary, then the Sludge Generator shall notify the Authority in writing. The Authority will then notify the Sludge Generator of the approximate schedule for responding to the request. An inventory of all STVs shall be maintained by the Authority (or the Company or the Designated Hauler.)

The above notwithstanding, if STVs owned by the Authority (or the Company, or the Designated Hauler) are physically damaged as a result of handling or moving by the Sludge Generator (excluding normal wear and tear, as determined by the Authority in its sole discretion), then the Sludge Generator shall reimburse the Authority (or the Company, or Designated Hauler, as applicable) for all out-of-pocket expenses and costs associated with the direct repair of such damage or replacement of such STV if it cannot be repaired. Payment for such expenses and costs shall be due from the Sludge Generator within a reasonable time period, as determined in

accordance with Section 6.5, following its receipt of the documentation for such expenses and repair costs. If the Sludge Generator's payment is not received within a reasonable time period and such failure impacts standard accounting requirements and covenants required pursuant to the Authority's General Bond Resolution, then payment shall be made immediately or the Authority shall have the right to suspend hauling services until such time as payment is received.



**County of Rockland  
Department of Insurance**

18 New Hempstead Road  
New City, NY 10956

May 12, 2017

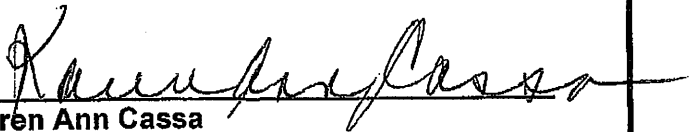
Rockland County Solid Waste Management Authority  
420 Torne Valley Rd.  
P.O. Box 1217  
Hillburn, NY 10931

RE: Intermunicipal Sludge Management, Side Stream Management and Side Stream  
Collection Agreements with the Rockland County Sewer District #1

**INSURANCE CERTIFICATE**

The County of Rockland ("the County") is self-funded for general liability, automotive liability and malpractice. Therefore, the County should not execute any contract or make any application which requires the County to maintain any type of liability insurance.

Claims of liability are responded to under a self-funded liability plan established and maintained pursuant to Section 6-n of the General Municipal Law. Chapter 45 of The Laws of Rockland County provides for the defense and indemnification of employees, as defined therein, for claims arising from acts or omissions alleged to have occurred while the employee was acting within the scope of his or her public duties.

  
Karen Ann Cassa  
Director of Insurance and Risk Management  
County of Rockland, Department of Insurance