

VILLAGE OF COLD SPRING

85 MAIN STREET, COLD SPRING, NY 10516 TEL: (845) 265-3611 FAX: (845) 265-1002 WEB: WWW.COLDSPRINGNY.GOV

KATHLEEN E. FOLEY, MAYOR
TWEEPS PHILLIPS WOODS, TRUSTEE
JOE CURTO, TRUSTEE
CATHRYN FADDE, TRUSTEE
ELIZA STARBUCK, TRUSTEE

JEFF VIDAKOVICH, CLERK/TREASURER
MICHELLE ASCOLILLO, ACCOUNTANT
LARRY BURKE, OFFICER-IN-CHARGE
MATTHEW KROOG, WATER SUPERINTENDENT
ROBERT DOWNEY, HIGHWAY DEPT CREW CHIEF
CHARLOTTE MOUNTAIN, CODE ENFORCEMENT OFFICER

Board of Trustees Workshop Meeting Wednesday January 26, 2022 @ 7:00 PM Via Videoconference as per Chapter 1 of NYS Local Laws of 2022

1. Opportunity to Request Addition of Agenda Items

Part I: Spring and Summer Season Planning

- 2. Discussion on Community Event Planning
 - a. Establishment of Community Calendar for event tracking/planning
 - b. Optimizing event coordination (eg winter holiday festivities)
 - c. Civic Events
 - i. Discussion of Incorporation Day
 - ii. Discussion of Community Day
 - d. Chamber of Commerce Events
- 3. Setting schedule for Main Street public bathroom opening and closing
- 4. Discussion on Seastreak

Part II: Other Business

- 5. NY Health Act Presentation
- 6. Garbage update
- 7. February Meeting Schedule
 - a. Feb. 2nd: Garbage
 - b. Feb. 9th: Monthly Meeting
 - c. Feb. 16th: Dockside
 - d. Feb. 23rd: Altice Public Hearing
- 8. Approval of Bills Batch #:6330 Amount: \$95,129.69
- 9. Public Comment

The public is invited to attend the meeting as follows:

https://us06web.zoom.us/j/88983853791?pwd=NG1RWU5VVG9RVTRZaStQaW9kMXBMZz09

or to Join by Phone: (646) 558-8656

Meeting ID: 889 8385 3791 Passcode: 365616

Cold Spring Village Public Events & Visitor Planning Calendar 2022

PUBLIC SERVICE OPERATION DATES:

- APRIL 10: MAIN STREET PUBLIC RESTROOMS OPEN
 - Historically early to mid April through Dec. 31
 - Last year 4 days a week from April 15- July 4?
 - o 7 days a week from July 4 Dec. 31
 - Mayor's Park public restrooms open for planned events only
- MAY 28*: MEMORIAL DAY WEEKEND CHAMBER OPENS VISITORS' CENTER
 - Historically open on Saturday, Sundays, and holidays
 - *TBD- Chamber has not set an official opening date yet

COMMUNITY EVENTS DATES:

- PARADES (need a committee to organize)
 - MONDAY, MAY 30: MEMORIAL DAY PARADE
 - MONDAY, JULY 4: INDEPENDENCE DAY
 - SATURDAY OCT. 30: HALLOWEEN PARADE (Chamber, Rain date Sunday)
 - FRIDAY, NOV. 11: VETERANS' DAY (VFW)
- COMMUNITY EVENTS/WEEKENDS
 - FRIDAY, APRIL 22 INCORPORATION DAY/EARTH DAY: (Possibly Tree Committee & Climate Smart Coordinator?)
 - SATURDAY, SEPT. 3: COMMUNITY DAY/LABOR DAY FIREWORKS (Rain date Sunday)
 - FRIDAY, DEC. 9: COLD SPRING AGLOW (Chamber, rain date Saturday or Sunday) & BANDSTAND TREE LIGHTING & SANTA (Can this correspond with Aglow weekend?)

VISITOR EVENT DATES:

- SEASTREAK BOAT TOURS (FOR RECONSIDERATION)
 - Historically Fridays-Sundays, Oct. 1 Nov. 15
 - Historically been between 1-2 boats per day
 - Boat size capacity includes: 400 people or 800 people
 - Seastreak has provided 4 Port-a-pots in past two years of service
 - Key to note this provides important revenue for the Village



Quality Service Since 1955

November 19, 2021

BY HAND

Village of Cold Spring 85 Main Street Cold Spring, New York 10516

Attn.: Jeff Vidakovich, Village Clerk

Re: BID FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL AND COMMERCIAL REFUSE AND RECYLABLES WITHIN THE VILLAGE OF COLD SPRING

Dear Mr. Vidakovich:

Enclosed are the following documents relating to the above bid:

- 1. Bid Form
- 2. Statement of Work
- 3. Supplemental Response
- 4. Competency of Bidder Statement
- 5. Contractor's Affidavit
- 6. Royal Carting Transfer Station Permit
- 7. Transfer Station Permits & Dumping Facility Letters
- 8. Surety Bond Capacity Letter
- 9. Bid Bond in the form of Tomkins Mahopac Cashier's Check number 341595 payable to the Village of Cold Spring in the amount of \$25,000.00,
- 10. Non-Collusive Bidding Certification



- 11. Affirmative Action Statement
- 12. Contractor Information Sheet
- 13. Reference Sheet
- 14. Conflict of Interest Statement
- 15. Certification of Compliance with the Iran Divestment Act
- 16. Certificate of Insurance
- 17. Equipment List/ Vehicle Information Report
- 18. Flier outlining acceptable recyclables and guidelines, which will be distributed to all customers.
- 19. Magnet with holiday schedule and contact information which will be disturbed to all customers.

We sincerely appreciate the opportunity to submit this bid and look forward to providing quality service to your municipality.

Sincerely,

Emil Panichi, President

Enclosures

Village of Cold Spring Refuse & Recyclables – Bid Packet November 5, 2021 Page 14 of 62

Bid Form

Contractor's Bid to contract with the Village of Cold Spring for the performance of solid waste and recyclables management activities and the provision of solid waste and recycling management equipment during the term specified and in accordance with the specifications set forth in the Terms and Conditions, all specifications, the Statement of Work and Exhibits A, B, C and D of this Refuse & Recyclables Bid:

REFUSE & RECYCLABLES

Refuse and Recyclables collection, removal and disposal including all Bins, Containers and Dumpsters specifically identified in the Terms and Conditions, Scope of Work and Exhibits A, B, C and D.

Refuse and Recyclables Bins shall be supplied by Contractor in accordance with all specifications set forth in the Terms and Conditions of Agreement, the Statement of Work and its Exhibits A.

Collection, removal and disposal of Refuse and Recyclables each shall be performed by Contract in accordance with all specifications set forth in the Terms and Conditions of Agreement, the Statement of Work and its Exhibits A, B, C and D.

<u>Total Annual Fee</u> (Inclusive of Bins under Exhibit A) (also known as "Bid Price")

Year 1 \$_*\$190,119.00	
In words ONE HUNDRED NINETY THOUSAND ONE HUNDRED NINETEEN	Dollars.
Year 2 §*\$195,834.00	
In words ONE HUNDRED NINTEY FIVE THOUSAND EIGHT HUNDRED THIRTY FOUR	Dollars.
Year 3 \$*\$201,701.40	
In words TWO HUNDRED ONE THOUSAND SEVEN HUNDRED ONE AND FOURTY CENTS	Dollars.
Cost per 35-gallon Refuse Bin \$ 16.95	
Cost per 65-gallon Refuse Bin \$ 16.95	
Cost per 95-gallon Refuse Bin \$ 19.95	
Cost per 35-gallon Recyclables Bin \$5.00	
Cost per 65-gallon Recyclables Bin \$5.00	

^{*} In the event that the Village requires a bid bond, the total annual fee for the year 1, year 2, and year 3 will be increase by \$2,500.00 per year.

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ADDITIONAL COLLECTIONS

1. Sunday Morning : Refuse and Recyclables Collection, Removal Refuse and Public Recyclables Containers only, identified in Exhibit C	and Disposal for Public
Year 1 \$ 11,653.20	
In words ELEVEN THOUSAND SIX HUNDRED FIFTY THREE AND TWENTY CENTS	Dollars.
Year 2 \$ 12,002.79	
In words TWELVE THOUSAND TWO AND SEVENTY NINE CENTS	Dollars.
Year 3 \$ 12,362.87	
In words TWELVE THOUSAND THREE HUNDRED SIXTY TWO AND EIGHTY SEVEN CENTS	Dollars.
2. Brush : Collection, Removal and Disposal. Includes yard debris a paper leaf bags, metal, or plastic containers only, and small branches by Village wide, servicing those Parcels specifically identified in Exhibit a twice a month in April and May, October and November, once a month September.	oundled and set curbside. A. Collection to be made
Year 1 \$ \$7,484.40	
In words SEVEN THOUSAND FOUR HUNDRED EIGHTY FOUR AND FOURTY CENTS	Dollars.
Year 2 \$ \$7,708.93	
In words SEVEN THOUSAND SEVEN HUNDRED EIGHT AND NINETY THREE CENTS	Dollars.
Year 3 \$ 7,940.19	
In words SEVEN THOUSAND NINE HUNDRED FOURTY AND NINETEEN CENTS	Dollars.
3. Bulk Pickup: "Village Clean Up Day" (includes White Goods, parts, tires, Electronics): Collection, Removal and Disposal, once per yea those Parcels specifically identified in Exhibits A and B.	•
Year 1 \$ \$7,410.00	
In words SEVEN THOUSAND FOUR HUNDRED TEN	Dollars.

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Year	2 \$ 7,632.30		
In wo	rds SEVEN THOUSAND SIX HUNDRED THIRTY TWO AND THIRTY C	ENTS	_ Dollars.
Year	3 \$ \$ 7,861.26		
In wo	rds SEVEN THOUSAND EIGHT HUNDRED SIXTY ONE AND TWENTY	SIX CENTS	_ Dollars.
4. Dispo and B	Christmas Tree Pickup (excluding artificial Christmas sal, once per year. Village-wide, servicing those Parcels specific	•	-
Year	1 \$ INCLUDED IN "TOTAL ANNUAL FEE"		
In wo	rds		_ Dollars.
Year	2 \$ INCLUDED IN " TOTAL ANNUAL FEE"		
In wo	rds		_ Dollars.
Year	3 \$ INCLUDED IN "TOTAL ANNUAL FEE"		
In wo	rds		_ Dollars.
<u>ADDI</u>	TIONAL SERVICES Parcel Owner shall be respons	sible for coo	ordinating with the
Contra	actor for Additional Services and all costs associated with th	e service(s).	•
1.	One extra 95-gallon Refuse Bin. Collected one time per week. Bin supplied by Contractor.	\$ 19.95 \$ 239.40	/Bin /Year
2.	One extra 65-gallon Refuse Bin.	\$ <u>16.95</u>	/Bin
	Collected one time per week. Bin supplied by Contractor.	\$ <u>203.40</u>	/Year
3.	One extra 35-gallon Refuse Bin. Collected one time per week. Bin supplied by Contractor.	\$ 16.95 \$ 203.40	/Bin /Year
4.	One extra 65-gallon Recyclables Bin.	\$5.00	/Bin
5.	Collected one time per week. Bin supplied by Contractor. One extra 35-gallon Recyclables Bin.	\$60.00 \$5.00	/Year /Bind

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	Collected one time per week. Bin supplied by Contractor.	\$ 60.0	00	_/Year
6.	One 2-yard Dumpster. Collected one time per week. Dumpster supplied by Contra	\$ <u>25.0</u>	0 \$ <u>1,300</u> .	_/Dumpster 00/Year
	e and Address of the Primary Facility to be used for the dispo outchess County Resource Recovery Agency, 96 Sand Dock Road		_	
	e and Address of Primary Facility to be used for the disposal of Republic Services of Beacon, 508 Fishkill Ave., Beacon, NY 12508		ige Recy	clables
	e and Address of Alternate Facility to be used for the disposal Royal Carting Service Company, 409 Route 82, Hopewell Junction,		•	ıse
	e and Address of Alternate Facility to be used for the disposal Royal Carting Sevice Company, 409 Route 82, Hopewell Junction,		· ·	yclables
Per T	on Cost charged by Primary Facility for disposal of Refuse:			
\$ <u>* 86</u>	/ ton ("Refuse Per Ton Cost")			
In wo	ords EIGHTY SIX DOLLARS AND 45 CENTS	r	per ton. ("Refuse Per Ton
Per to	on cost charged by the Primary Facility for the disposal of Re	cyclabl	les:	
<u>\$</u> *20	.65 / ton ("Recyclables Per Ton Cost")			
In wo	ords TWENTY DOLLARS AND SIXTY FIVE CENTS per to	on. ("Re	ecyclable	es Per Ton Cost")
Please	e provide explanation below of any exceptions to the Bid spe	cification	ons outli	ned herein:
* F	Per ton cost charged by primary facility as of November	1, 202	1.	
Con By:	tractor Adell Company Seal:			
Nan	ne: Emil Panichi			
	e: President			
Date				
		2021	_	JENNIFER MCGOVERN
Norte	ory Public: Kerrefel Michoneer	_	'	ARY PUBLIC, STATE OF NEW YORK Registration No. 01MC6341096 Qualified in Putnam County mmission Expires June 15, 2024

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Statement of Work #1

Thi	is is a St	atement o	f Work #01 (this "SC)W #0	1") to t	he To	erms an	d Cond	litions (the "Agi	reeme	ent")
hav	ing an	effective of	date of Dece	mber _	, 2	021 ("I	Effec	tive Da	ite") er	itered in	nto by th	e Vil	lage
of	Cold	Spring	organized	under	the	laws	of	New	York	(the	"Villag	ge")	and
			a					organiz	zed 1	under	the l	aws	of
		***************************************	("Cont	ractor")	. Thi	s SOV	V #0)1 is t	o be	read a	nd inter	pretec	d in
cor	junctio	n with the	Agreement	and all	terms	of the	Agre	eement	are inc	orpora	ted into	this S	OW
#01	by refe	erence. To	gether the A	greeme	nt and	the SC	W a	re the "	Agreer	nent".			

- 1. Statement of Work Effective Date: MMMM DD, YYYY
- 2. Statement of Work End Date: MMMM DD, YYYY
- 3. Work to be done under this SOW ("Services"): Under vendor management of the Crew Chief and the Village, Contractor shall provide Refuse and Recyclables collection, removal and disposal services, including all necessary equipment and labor as follows:
- **a.** All Services hereunder, including collection, removal and disposal shall meet all requirements and specifications set forth in the Bid Packet, attached hereto.

b. Contractor-Supplied Bins for Refuse and Recyclables

- i. At the onset of Services hereunder Contractor shall supply the Owner(s) of each Parcel identified in Exhibit A with, one (1) 35- or one (1) 65- or one (1) 95-gallon Bin for Refuse. If no preference is given, a 95-gallon Bin will be supplied by the Contractor (the "Contractor-Supplied Refuse Bin(s)"). If at any time during the term of the contact, an Owner would like to exchange the Contractor-Supplied Refuse Bin with a 35-, 65- or 95-gallon Bin, the Village will make that request to the Contractor and the Contractor will make the exchange at no cost to the Owner. During the term of this SOW, Contractor shall supply additional Contractor-Supplied Refuse Bin(s) to Owner(s) of up to 261 additional Parcels to be determined by Village.
- ii. At the onset of Services hereunder Contractor shall supply the Owner(s) of each Parcel identified in Exhibit A with one (1) 35- or one (1) 65- gallon Bin for Recyclables. If no preference is given, a 65-gallon Bin will be supplied by the Contractor (the "Contractor-Supplied Recyclables Bin(s)"). During the term of this SOW, Contractor shall supply additional Contractor-Supplied Recyclables Bins to Owner(s) of up to 261 additional Parcels to be determined by Village.
- iii. For the avoidance of doubt, notwithstanding the number of residential or commercial units within each Parcel serviced under this SOW, Contractor's obligation to supply Bins as set

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forth in subsections 3.a.i & ii above shall be limited to not more than one (1) Refuse Bin and one (1) Recyclables Bin per Parcel.

c. Refuse Collection and Disposal

- i. Contractor shall furnish all materials, equipment (including replacements) and labor required to collect, remove and dispose of Refuse once per week for each Parcel set forth in Exhibit A, and up to 261 additional Parcels to be determined by Village.
- ii. Contractor shall furnish all materials, equipment and labor required to collect, remove and dispose of Refuse once per week for each Refuse Dumpster and Location set forth in Exhibit B.
- iii. Contractor shall furnish all materials, equipment (including replacements) and labor required to collect, remove and dispose of refuse twice per week for each Public Refuse Container set forth in Exhibits C & D and up to 9 additional Public Refuse Containers not to exceed 55 gallons each and at locations to be determined.

d. Recyclables Collection and Disposal

- i. Contractor shall furnish all materials, equipment (including replacements) and labor required to collect, remove and dispose of Recyclables once per week for each Parcel set forth in Exhibit A, and up to 261 additional Parcels to be determined.
- ii. Contractor shall furnish all materials, equipment and labor required to collect, remove and dispose of Recyclables once per week for each Recyclables Dumpster and Location set forth in Exhibit B.
- iii. Contractor shall furnish all materials, equipment (including replacements) and labor required to collect, remove and dispose of Recyclables twice per week for each Public Recyclables Container set forth in Exhibits C & D and up to 9 additional Public Recyclables Containers not to exceed 55 gallons each and at locations to be determined.
- e. In the event Contractor-Supplied Refuse or Recyclables Bins are damaged to the point of being unmanageable to Contractor or Parcel Owner, Contractor shall replace such Bins at Contractor's cost. Any such replacement Bins shall be of equal or greater quality and shall be of similar shape, capacity and dimension and the selection of which shall be subject to Village's prior written approval, not to be unreasonably withheld or delayed.
- f. The Contractor shall at its own cost and expense perform all labor and supply all necessary vehicles, tools, equipment, materials and other facilities for the collection, removal and delivery of the Refuse and Recyclables in strict conformance with these specifications. Equipment shall be

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maintained in good working order and operating condition and shall be kept reasonably clean for both safety and sanitation. Collection vehicles shall not be overloaded so that garbage and trash may spill or drop therefrom nor shall the bodies of the vehicles or Containers permit leakage of liquids. All work required by these specifications shall be performed and completed in a neat and workmanlike manner. Contractor agrees to repair or pay for any damages to private, public or municipal property caused by performance of this SOW.

- g. All vehicles used in association with servicing this Agreement must comply with all New York State and Federal Vehicular laws and regulations, including emissions standards, prior to the commencement of and throughout the term(s) of this SOW. Contractor is responsible for any penalties for non-compliance issued by official governmental agencies.
- h. The Contractor shall collect, remove and dispose of residential, commercial and municipal Refuse and Recyclables from the curb or designated area on a day or days of the week agreed to by the Village. Any spillage into the road or sidewalks while moving Bins, Dumpsters or Containers to the truck or while emptying the Bins, Dumpsters or Containers into the truck, must be cleaned by the Contractor before moving to the next collection pick-up. A broom and shovel shall be carried on each truck to facilitate clean up.
- i. The Contractor must immediately contact the Crew Chief, via email at highway@coldspringny.gov with a copy to the Village of Cold Spring Clerk at vcsclerk@coldspringny.gov, of all Refuse or Recyclables not collected.
- **j.** Contractor reserves the right not to pick-up Bins, Dumpsters or Containers that exceed their designed capacity (overflowing). All habitually overflowing Bins, Dumpsters or Containers must be reported to the Crew Chief, via fax or email at <a href="https://disabs.nih.gov/high-nch/high-n
- **k.** Parcel Owners may purchase additional 35-, 65- or 95-gallon Refuse Bins or additional 35- or 65-gallon Recyclables Bins. Contractor shall specify the amount to be charged annually for each size and this amount shall be included on the attached Bid Form. Cost and scheduling of additional Bins will be the sole responsibility of the Parcel Owner.
- **l.** Contractor must be prepared to deal with any accidental mixing, in either Refuse or Recyclables collection, of Hazardous Waste and report such conditions to the Crew Chief immediately.
- m. All Refuse and Recyclables must be transferred to and disposed of at a New York State licensed and accredited facility. Facility must have a current New York State license and comply with all Local, State of New York and Federal government rules, regulations and laws regarding the disposal and transfer of waste and/or recyclable materials. Contractor is responsible for any penalties for non-compliance issued by official governmental agencies.

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- n. Contractor shall provide a plan to the Village setting forth its plans to pick-up Refuse and Recyclables during emergency conditions, including hurricane, flood, snow or other acts of nature. If during any one day the Contractor shall fail to make collections in a portion of the Village, the Contractor shall notify the Highway Crew Chief and the Village of Cold Spring Clerk. Contractor shall proceed the next day to collect the previous day's route. If the Contractor finds impassable road conditions in the Village, the Contractor must immediately notify the Crew Chief.
- o. No Parcels for which collection costs are currently privately paid shall be included in the Services hereunder or in Village's collection costs
- **p.** The Contractor is responsible for maintaining a list of Parcels, Dumpsters, Containers, Bins and their locations for which collection is done under this SOW. Such a list must include the Parcel address, number and size of Dumpster(s), Container(s), Bins(s) collected.
- **q.** No Representations by Village. The Village does not make any representations in connection with the work. Contractors must become fully aware of the conditions relating to the work and shall assume all risks in connection therewith. Failure to do so will not relieve the successful Contractor of its obligation to furnish and perform the work, or to carry out the provisions set forth in the specifications and the contract incorporating the same.
- r. Notification of changes. The Contractor will be responsible for notifying the Village of any changes in collection so that notices can be posted on the Village of Cold Spring Website, www.coldspringny.gov. Notification of such changes shall be sent to the Crew Chief, via fax or email at highway@coldspringny.gov with copy to the Village of Cold Spring Clerk at wcsclerk@coldspringny.gov.
- s. Failure to Collect Refuse and Recyclables. If the Contractor either refuses or neglects to collect Refuse and Recyclables in accordance with the terms of these specifications, and if in that event expenses accrue to the Village by reason thereof; then in that event, the actual cost thereof shall be deducted from the next payment due to Contractor. Any failure to collect for a two (2) week period shall be deemed a material breach, and the Village shall be afforded any and all rights given to it by law and these specifications.
- cancellation. In the event Contractor shall fail to furnish and operate the required equipment and personnel in the manner as required herein so that the public shall fail to receive regular removal of Refuse and Recyclables, the Village, may, on three (3) days notice to the Contractor or surety by registered mail, abrogate and cancel the contract by resolution declaring that the public health and welfare is impaired by the service of the Contractor. In such instance, Contractor shall be liable for any increased cost or expense incurred by the Village as a result thereof in arranging for the removal of Refuse and Recyclables for the balance of the contract term.

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- u. Claim for Extra Work. No claim for any extra work outside of the work herein specified shall be made by the Contractor unless an express written agreement fully enumerated shall be entered into in advance in which shall; be specifically set forth the price and terms under which said work is to be done. The Village assumes no responsibility for estimating the present or future volume of garbage, trash, or Recyclables in the Village and takes no responsibility in estimating such volume.
- v. Closed Streets. Contractor and Village shall arrange to make regular collections notwithstanding streets which may be closed or obstructed for repairs or otherwise to the extent the covered Parcel may be safely accessed. A schedule for pickup on a closed street shall be mutually determined by the Village and the Contractor.
- w. Weather. The Contractor shall be required to perform all of the provisions of these specifications except due to extreme weather conditions that prevent safe performance of the work on the scheduled date. The Contractor shall perform required pickups as soon as practicable after weather delayed service.
- 4. Subcontractors. Contractor shall not provide Services, or any portion thereof, through subcontractors, without the express written approval of Village. Contractor may provide certain of the work to be done under this SOW through subcontractors. All such subcontractors will look only to Contractor for direction and compensation under the terms of this SOW and Contractor hereby agrees that all terms and conditions applicable to Contractor under this SOW and the Agreement shall be applicable to such subcontractors and that Contractor shall be fully responsible for each such subcontractor's compliance with the terms and conditions of the SOW including but not limited to the Agreement.
- 5. Fees. In full and final consideration for the satisfactory and complete performance of Services hereunder, the Village shall pay Contractor fees as defined and calculated in the accepted Bid, payable monthly on Village's acceptance of Services for the month billed or on Village's receipt of Contractor's invoice for such sum, whichever is later.
- **6. Invoices.** Contractor shall submit invoices to the Village monthly. Each monthly invoice shall include the total tonnage each of Refuse and Recyclables collected and disposed of during the month in question.

7.	Contrac	tor's	Billing	Contact.	The	name,	email	address	and	phone	number	of
Consu	ltant's bil	ling	contact u	ınder this	SOW	is				_ 	wh	ose
email	address	is _			_@			wl	nose	phone	number	is
				•								

- **8. Insurance**: Consultant shall maintain the insurance coverage required under the Agreement throughout the term of this SOW.
- 9. Additional Terms and Conditions.

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- **a.** The Village reserves the right, upon written notification to the Contractor, to add to or delete from the attached Exhibits A, B, C and D at any time during the term of this Agreement, including renewal term.
- **b.** The Village reserves the right to change the collection schedules set forth in the attached Exhibits A, B, C & D at its discretion.

Accepted and agreed:

Village of Cold Spring	Contractor
By:	By: Main
Name:	Name: Emil Panichi
Title:	Title: President
Date:	Date: November 19, 2021
	* As modified

THE COLLECTION AND DISPOSAL OF RESIDENTIAL AND COMMERICAL REFUSE AND RECYCLABLES WITHIN THE VILLAGE OF COLD SPRING (the "Bid")

BID DUE DATE: NOVEMBER 19, 2021

CONTRACTOR: PANICHI HOLDING CORP. d/b/a ROYAL CARTING SERVICE CO.

SUPPLEMENTAL RESPONSES

In support of and in further response to the above Bid, the Contractor submits the following:

- 1. Bid Package. Page 39 of 62 Statement of Work #1 Section 3b.i The Owner shall be responsible for the replacement cost of the equipment in the event the equipment is stolen, lost, or misplaced; or, without Contractor fault, replacement is required in the event the equipment is damaged due to negligence, improper use or vandalism, or under any circumstances other than ordinary wear and tear in the course of the proper use of the equipment.
- 2. Bid Package. Page 39 of 62 State of Work #1 Section 3c.iii The Contractor shall not be responsible to replace at no cost Contractor-Supplied Public Refuse Container(s) in the event that the equipment is stolen, lost, or misplaced; or, without Contractor fault, replacement is required in the event the equipment is damaged due to negligence, improper use or vandalism, or under any circumstances other than ordinary wear and tear in the course of the proper use of the equipment.
- 3. Bid Package. Page 39 of 62 State of Work #1 Section 3d.iii the Contractor shall not be responsible to replace at no cost Contractor-Supplied Public Recyclables Container(s) in the event that the equipment is stolen, lost, or misplaced; or, without Contractor fault,

- replacement is required in the event the equipment is damaged due to negligence, improper use or vandalism, or under any circumstances other than ordinary wear and tear in the course of the proper use of the equipment.
- 4. Bid Form. Section 6- The Alternate Facility for all Municipal Solid Waste and Recyclables shall be the Royal Carting Transfer Station, Route 82, Hopewell Junction, New York, 12533. This facility is owned and operated by the Contractor and its affiliate and operates all equipment necessary for processing and transporting the waste for ultimate disposal. Accordingly, the Village is assured that in the event of a scheduled or unscheduled interruption in deliveries by the primary disposal sites, the collection and disposal of the Village's municipal solid waste and recyclables will continue uninterrupted. The Westchester Peekskill Burn Plant and the Dutchess County Resource Recovery Burn Plant which are primary sites for disposing of Village municipal solid waste are not required to accept out of county (in this case Putnam County) solid waste without regard to the Village's status as a municipality. Given the continuing reduction in disposal site alternatives for solid waste generated in the Mid-Hudson Region, owning and controlling the alternate disposal site is in Contractor's view a critical element in assuring that the Village will have uninterrupted sanitation service.

VILLAGE OF COLD SPRING

CURBSIDE COLLECTION AND HAULING OF REFUSE AND RECYCLABLES

COMPETENCY OF BIDDER STATEMENT

Panichi Holding Corp. DBA, Royal Carting Service Company has been in the solid waste and recyclable removal service continuously since 1955. Our company, which currently employs about 150 people, has a centralized management structure. The company's president, Emil Panichi, founded the company and is supported by a General Manager and an on-site General Counsel. Mr. Panichi is also the owner and operator of Welsh Sanitation located in Amenia, NY. Our facility is supported by a yard foreman, and each function (accounting, dispatching, sales and marketing, accounts receivable, accounts payable, human resources, safety, maintenance and financial control) is headed by a manager, each of whom report directly to the President. If awarded this contract, the contract administrator will be Vincent Nunziato. Mr. Nunziato is the Sales Manager for Royal Carting Service and is also responsible for the direct supervision of Royal's large commercial account division to which your account will be assigned. Mr. Nunziato has been in the solid waste business for over 20 years, holds a commercial driver's license and has personally operated various collection vehicles, negotiated commercial and federal, state, local and municipal contracts, supervised subsequent contract administration and is familiar with all phases of our industry.

Royal Carting manages multiple large accounts with complex service requirements including many municipalities such as the towns of Kent, Fishkill, Hyde Park, LaGrange and Ulster, the villages of Nelsonville, Pawling, Red Hook, and Wappingers Falls and the counties of Dutchess, Greene and Ulster. A representative list of Royal's commercial accounts include IBM (both East Fishkill and Poughkeepsie sites), many area school districts, the Poughkeepsie Galleria, Central Hudson, Marist College, Vassar College and several New York State correctional facilities. Each of these accounts include multiple locations and require various types of equipment and varying service schedules. This, plus Royal's vast experience, assures the Village of Cold

Spring an unparalleled experience and superior skill to provide every service required in a timely and professional manner. Your account will be supervised by a dispatcher who will report directly to Mr. Nunziato. Royal operates a New York State Department of Environmental Conservation fully licensed transfer station facility that can receive solid waste including construction and demolition debris and recyclable material. Our company operates a fleet of over 120 vehicles and all Royal drivers are provided with mobile telephones ensuring immediate communication. Royal Carting possesses every permit, certificate and/or license required by federal, state or local government agencies having jurisdiction with respect to the services provided, all of which are current and in good standing.

Royal has never failed to complete any federal, state, or municipal contract in its over 50 year history. Most importantly, Royal Carting serves as a state approved contractor with the New York State Office of General Services (NYS OGS). Our current NYS OGS contract number is PS 62049. There is no higher standard of current and past performance that must be satisfied than to bid for, and then to be awarded, New York State OGS contractor status. Our company has held this status with New York State for over ten continuous years since it submitted its initial bid to serve as a certified OGS contractor.

CONTRACTOR'S AFFIDAVIT

EMIL PANICHI, being duly sworn, deposes and says:

- 1. I reside c/o 409 Route 82, Hopewell Junction, New York 12533;
- 2. I make this Affidavit in support of and supplementing the Contractor's response to a bid for the Village of Cold Spring Collection and Disposal of Residential and Commercial Refuse and Recyclables dated November 15, 2021 (the "Bid");
- 3. I am the President and a Director of Panichi Holding Corp. d/b/a Royal Carting Service Co. (the "Contractor") submitting its response to the Bid;
- 4. All statements and declarations made by the Contractor in the Bid are true to the best of my knowledge and belief;
- 5. That no officer, major stockholder, or directors of the Contractor has been convicted of any crime; and

6. Neither the Contractor or any of the officers, shareholders, or directors have ever filed for Bankruptcy.

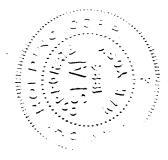
Emil Panichi, President

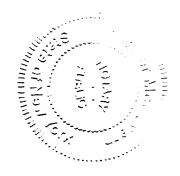
Sworn to before me this

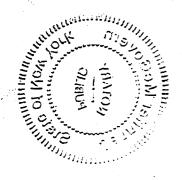
19 day of November, 2021.

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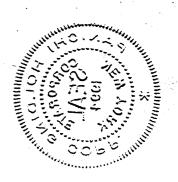
JENNIFER MCGOVERN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC6341096
Qualified in Putnam County
Commission Expires June 15, 2024







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NEW PREMIT
WATELM MILL

7/16/2020

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



Department of Environmental Conservation

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 renewal of the following permits must be submitted to the Regional Permit Administrator:

- 180 days or more prior to the expiration date for Major Air Pollution Control, Solid Waste, and Hazardous Waste Permits; or
- 30 days or more prior to the expiration date for all other operational permits, except for SPDES.

Application for renewal of SPDES permit must be submitted on forms prescribed by the department and sent to the Chief Permit Administrator, Division of Environmental Permits, 625 Broadway, Albany, NY 12233-1750. Renewal applications must be submitted 180 days or more prior to the expiration date

The DEC permit number & program ID number (if applicable) noted on page 1 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 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.

Chris Lang

Division of Environmental Permits,

Chris Lang

Region 3

christopher.lang@dec.ny.gov

PERMIT

Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:

WATCH HILL HOLDING CORP./ ROYAL CARTING SERVICE P.O. BOX 1209 HOPEWELL JUNCTION, NY 12533 Facility Name and Address:

WATCH HILL TRANSFER STATION/ ROYAL CARTING SERVICE

409 ROUTE 82

HOPEWELL JUNCTION, NY 12533

Contact: Emil Panichi, President

Phone # 845-896-6000

Operator: Emil Panichi, P.O. Box 1209, Hopewell Junction, NY 12533

Facility Owner: Watch Hill Holding Corp., P.O. Box 1209, Hopewell Junction, NY 12533

Facility General Location:

East Fishkill, Dutchess County, NY

Facility Reference Point:

LAT-E: 41/34.024 LON-N: 73/50.820

Authorized Activity: Operation of a transfer station to accept Municipal, Commercial, and Institutional Solid Waste (MSW), Construction and Demolition Debris (C&D), and recyclables, in accordance with the plans and reports listed in the Solid Waste Management Permit Conditions of this permit and as may be further conditioned herein.

Permit Authorizations

Solid Waste Management – Under Article 27, Title 7 PERMIT ID 3-1328-00129/00002

Renewal & Mod

Effective Date: September 16, 2020

Expiration Date: September 15, 2025

NYSDEC Approval

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

Permit Administrator:

Rebecca S. Crist, Deputy Regional Permit Administrator

Address:

NYSDEC REGION 3 HEADQUARTERS 21 SOUTH PUTT CORNERS ROAD NEW PALTZ, NY 12561-1620

Authorized Signature:

Rebecca S Crist

Issue Date: 09/16/2020

DISTRIBUTION LIST

David Pollock, DEC R3 DMM Lin Lin, DEC R3 DMM Supervisor of East Fishkill Dutchess County Department of Health

PERMIT COMPONENTS

SOLID WASTE MANAGEMENT PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

SOLID WASTE MANAGEMENT PERMIT CONDITIONS

PERMIT COMPLIANCE

- 1A. <u>Part 360 Series</u>: The facility must operate in conformance and compliance with 6 NYCRR Part 360 Series Solid Waste Management Facilities Regulations or any revisions hereafter promulgated and any State law, rule, code, or regulation; and, the special and general conditions of this permit.
- 1B. Failure of the permittee to meet any of the terms and conditions of this permit is a violation of Part 360 Series regulations and may subject the permittee to enforcement action.
- 2. <u>Compliance</u>: 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. That determination will be made by the Department by means of periodic facility inspections and compliance audits.

AUTHORIZED WASTE and OPERATIONS

3. <u>Acceptable Wastes</u>: The facility shall accept only Municipal, Commercial, and Institutional Solid Waste (MSW) and Construction and Demolition Debris (C&D), as defined by 6 NYCRR Part 360. The permittee may also accept and handle recyclables, including recyclables glass, plastic, metal, paper, and cardboard, provided it is adequately controlled so as to prevent litter, odor and vector problems and is stored inside or in covered containers to prevent exposure to the elements.

The facility is prohibited from accepting asbestos waste as defined in 360.2(b)(117). However, C&D debris which contains minor amounts of non-friable asbestos and which is not categorized as asbestos waste, may be accepted but may not be pulverized, shredded, ground, or handled in any manner that causes the material to become airborne or friable.

The facility is not authorized to accept tires in bulk, but may accept tires which are incidental to incoming loads of waste. The tires shall be separated from the incoming waste and stored separately in enclosed container prior to shipment to a facility authorized to accept bulk tires. The permittee may store up to 1,000 waste tires on site in closed container.

- 4. <u>Tonnage Limits</u>: The permittee is authorized to accept Municipal, Commercial, and Institutional Solid Waste (MSW), Construction and Demolition Debris (C&D), and Recyclables at a maximum combined rate of <u>330 TONS per DAY</u> and <u>1,750 TONS per WEEK</u>.
- 5. <u>Unacceptable Wastes</u>: The permittee is prohibited from accepting any waste not specifically authorized in special condition #3 above including but not limited to hazardous waste; liquid waste; sewage sludge or septage; chemical or explosive waste; or industrial wastes as defined in 6 NYCRR 360 and/or Part 371; infectious or medical wastes as defined in Public Health Law 1389-aa and Environmental Conservation Law Article 27 Section 1501; waste tires in bulk; yard waste; or asbestos waste.
- 6. Operating Hours: The facility may RECEIVE waste only during the following periods:

MONDAY through FRIDAY:

between 7:00 A.M. and 4:30 P.M.

SATURDAY:

between 7:00 A.M. and 1:00 P.M.

The facility may **PROCESS** waste as necessary only during the following periods:

MONDAY through FRIDAY:

between 7:00 A.M. and 7:00 P.M.

SATURDAY:

between 7:00 A.M. and 3:00 P.M.

Tipping and processing shall occur inside the building only, to remove the MSW/C&D waste from the tipping floor, to process material, and to load material into closed containers or closed trucks.

Queuing of vehicles prior to 7:00 A.M. is prohibited.

All receipt, delivery, or other operations are prohibited on all Sundays.

The facility shall not operate on the following New York State Holidays: New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, and Christmas Day, unless otherwise authorized by the Department due to a demonstrated public need.

Fully loaded trailers may be picked up at the facility for shipment off-site and routine equipment and building maintenance may occur outside the operational hours listed above, provided no other solid waste handling activity takes place at the facility and that a log of such activities is maintained. The trailers must be weighed and this tonnage must be included in the daily tonnage limits and recordkeeping requirements for the facility for the day they depart the facility.

- 7. <u>Ultimate Disposal of Waste</u>: 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. <u>Comprehensive Recycling Analysis</u>: 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 360.11 and which have implemented the recyclables recovery program determined to be feasible by the analysis.

WASTE ACCEPTANCE and HANDLING

9. <u>Control Program</u>: Pursuant to Part 360.19(c) 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 Department-approved training program 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 within 24 hours of receipt. 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 360.19(k) 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.

10. <u>Vehicles</u>: All loaded incoming and outgoing vehicles must be appropriately covered, enclosed, or otherwise secured, so as to prevent dust and blowing litter. The permittee shall deny entry to any vehicle that does not comply with this condition. Outbound loaded vehicles may be stored outside during and after operating hours provided leachate is contained in or collected from the vehicles and the vehicles remained covered. All loaded vehicles must be removed no later than the close of the next business day.

All trucks with C&D debris in roll-off containers shall be parked inside the transfer station building.

- 11. <u>Tipping Floor</u>: All waste must be removed from the tipping floor at the end of each day and then must be cleaned by washing or other appropriate method to prevent odors and other nuisance conditions with all the residuals properly removed and disposed. Putrescible solid waste which cannot be shipped off-site may be stored in enclosed containers inside the building overnight and must be removed no later than the next business day. Outside storage of putrescible waste is prohibited.
- 12. <u>C&D</u> and <u>Recyclables from C&D</u>: All processed C&D and recyclables culled from C&D must be transported in accordance with 6 NYCRR Part 361-5.5(a). All C&D and recyclables culled from C&D must be tracked using the Department's Tracking Form or a form that has received written Department approval.

All C&D (processed and unprocessed) and recyclables culled from C&D must be managed and stored in accordance with Part 361-5.4(f). All unprocessed and processed C&D must be processed and stored in areas with appropriate leachate collection systems having monitorable secondary containment. Recyclables recovered from the C&D debris and source-separated recyclables cannot be stored onsite for more than sixty (60) days unless prior written approval has been granted by the Regional Materials Management Engineer (RMME). All recovered material(s) must be stored in a manner approved by the Department.

Pulverized C&D and/or screenings from C&D debris at the facility cannot be used for Alternative Operating Cover (AOC) at landfills unless written approval is first obtained from the Department.

13. <u>Residential Drop Off Area:</u> The Residential Drop Off area shall be constructed in accordance with the plans submitted with the Permit Application package received December 26, 2019, certified by Daniel W. Stone, P.E. no later than 90 days of issuance of this permit.

The collection containers for waste shall always be enclosed or kept under the canopy when not being accessed by the public for waste drop off. All MSW shall be removed from this area when the container is full or by the end of business day, whichever is earlier.

ONLY residents in personal vehicles are allowed to unload in the residential drop off area. Commercial trucks and contractors are prohibited to unload waste in the residential drop off area.

14. Alternative Operating Cover (AOC): The permittee may use processed C&D debris as alternate daily cover at Chenango County Landfill (DEC solid waste permit # 7-0848-00005/00003) in accordance with approval letter dated February 8, 2017 signed by Mr. Brian J. Parker. In addition, AOC generated from this facility shall also meet the sampling requirement as indicated in the letter dated April 14, 2006 signed by Mr. Frank Kelly. C&D debris tracking form shall be used and maintained in accordance with Part 361-5.6.

If the permittee wishes to use C&D debris as AOC at another facility other than Chenango County Landfill, the permittee shall submit a request to NYSDEC Region 3 Office referencing sampling requirements specified in Part 360 series regulations and the letter dated on April 14, 2006 signed by Mr. Frank Kelly unless otherwise approved by the NYSDEC Region 3 office.

MITIGATION of IMPACTS

- 15. <u>Tracking</u>: The permittee shall regularly inspect the condition of on and off-site roads which provide immediate access to and from the facility, to determine if dirt, mud or litter from the facility or from vehicles using the facility is being deposited thereon. The permittee shall take such steps as may be necessary (including, but not limited to, paving of on-site access roads) to prevent such conditions or to correct them promptly if they develop. The actual site shall also be regularly inspected and cleaned of all debris and dirt.
- 16. <u>Nuisance Conditions</u>: 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, including immediate cessation of all or part of the facility's operation.

Dust in the transfer station building shall be controlled by means of the facility fire hose or other appropriate means.

17. Noise: At least once a year, the permittee shall conduct a noise survey to determine compliance with 6 NYCRR Part 360.19(j)). The survey shall be carried out by an individual with expertise in noise analysis. The report must be submitted to the Department within thirty days of when the data has been obtained. In addition to what is required in Part 360 and the Department's noise guidance document, this report shall also contain the raw data, including any interference that may have been observed during the data collection process (for example, cars passing by) and the operational conditions of the facility (equipment, trucks, etc.).

If it is demonstrated that site conditions make noise impacts on the surrounding community unlikely, the permittee may petition the Department to waive annual monitoring. If a waiver is granted, the noise survey must be conducted upon renewal of the permit. The Department reserves the option to reinstitute the annual noise survey requirement if, at its sole discretion, the Department determines that conditions at the site have changed and the waiver is no longer justified.

FACILITY MAINTENANCE

18. <u>Leachate Collection</u>: In accordance with 6 NYCRR Part 360.19(d) and 360.19(n), all interstitial spaces, secondary containment systems, overfill protection systems, leachate collection/conveyance systems, and the overall condition of the above ground tank and sumps must be inspected and recorded on a <u>weekly</u> basis.

All leachate collection components must be kept unobstructed and free draining at all times. Leachate must be collected and properly disposed of from all waste hauling trailers stored onsite. In the event of an overflow of the collection tanks, operations will cease until they are pumped out, washed down, cleared of debris, or otherwise repaired. Leachate must not be allowed to overflow the collection sump within the load-out trailer tunnel.

Reports of the weekly inspections and the quantities of leachate removed, as well as the final destination for leachate disposal, must be maintained at the facility for at least <u>seven years</u> and be available for Department review at the facility.

- 19. Tipping Floor: Annually, the facility tipping floor shall be emptied of all material and cleaned to allow inspection by a Professional Engineer (PE) to determine its condition. This inspection shall be done on a schedule approved by the Department, and shall occur in the same month of each succeeding year. The facility may change the month of the floor inspection providing that the time elapsed between inspections does not exceed twelve (12) months. A report must be submitted to the Department, complete with photographs, within thirty (30) days of the floor inspection describing any results and any problems encountered. In the report, the permittee shall describe what action, if any, is proposed to address any concerns found. The permittee will take whatever measures are necessary to prevent the release of contaminants (including leachate) into the environment, including but not limited to cessation of waste handling in the affected areas. The Department reserves the right to have the facility clean the tipping floor at any time for inspection if it is suspected the integrity of the floor might be questionable.
- 20. <u>Walls, Ceilings and Support Structures</u>: The receiving facility building walls shall be cleaned a minimum of <u>once a year</u>.

CONSTRUCTION REQUIREMENTS

21. 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.

The facility cannot modify or expand any aspect of the approved construction or operation except in accordance with department approval. This includes mining, re-grading or otherwise modifying the facility and/or property which does not comply with approved plans and specifications.

All construction shall be in strict conformance with the provisions of the special conditions of this permit; 6 NYCRR Part 360 Series regulations and any revisions hereafter promulgated; and, to the extent that they do not conflict with this permit and Part 360 Series, and the Engineering plans and reports prepared by a Professional Engineer (PE) licensed to practice in New York State and any revisions to these plans and reports which are approved in writing by the Department.

22. All construction shall be in strict conformance with the previsions of:

- a) The Solid Waste Management Permit Conditions of this permit,
- b) Current 6 NYCRR Part 360 Series Solid Waste Management Facilities regulations or any revisions hereafter promulgated and any State law, rule, code, or regulation; and to the extent that they do not conflict with (a) and (b);
- c) Permit application package submitted as response to August 1, 2019 NOIA received December 26, 2019, certified by Daniel W. Stone, P.E.
- 23. <u>Notifications</u>: The permittee shall notify the Regional On-Site Environmental Monitors Coordinator ("ROSEMC") by telephone (845-256-3138) or e-mail (David.Pollock@dec.ny.gov) in writing and <u>five</u> (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.
- 24. <u>Certification</u>: Prior to acceptance of waste, 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 <u>forty-five (45) days</u> after completion of any construction for review and approval. 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 Series regulations. As-built drawings of the new construction and the entire facility, as well as photographs, shall be submitted to the Department as part of the Report. Operation of the portion of the facility subject to the certification report cannot begin until the Department has reviewed an acceptable construction certification report as described above and has provided written approval to the permittee.
- 25. <u>Fire Protection Plan</u>: A fire protection plan, approved by the local fire marshal shall be submitted to RMME in New Paltz within sixty (60) days of permit issuance if has not previously done so.

ENVIRONMENTAL MONITOR

- 26. Assignment: Pursuant to Part 360.20 upon written notification by the Department or if the account already exists, the permittee shall fund or continue to fund an on-site environmental monitor (OSEM). Department employees shall act as OSEMs at the facility. The OSEM shall be present during all aspects of facility operation and construction at times designated by the Department. It is not the intention of this condition to prevent the permittee from conducting such activities as are otherwise authorized by this permit if the OSEM is unable to be present at any particular time.
- 27. <u>Facilities</u>: The permittee shall provide office space which shall at a minimum include a desk, chair, phone, internet connection, and any other appropriate office equipment required by the OSEM to undertake normal duties. This office space and equipment must be acceptable to the Department.

28. Monitor Account: The account to fund the environmental monitor(s), shall continue as follows:

- A. Upon written notification, 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, when present at any of the Permittee facilities, 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 and 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 and 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 and 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 and 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

- 29. <u>Approved or Relevant Documents</u>: 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 Series Solid Waste Management Facilities Regulations and this permit:
- a) Engineering Report, dated April 10, 2006, prepared for Watch Hill Holding Corporation by The Chazen Companies.
- b) 6 NYCRR Part 360 permit renewal application, dated February 8, 2012, signed by Emil Panichi, with associated information submitted by James Constantino on behalf of Royal Carting.
- c) Permit application package submitted as response to August 1, 2019 NOIA received December 26, 2019, certified by Daniel W. Stone, P.E.

The Department reserves the right to request, after permit approval, updated documents.

SUBMISSIONS, APPROVALS, and NOTIFICATIONS

30. <u>Submissions</u>: 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 Engineer Division of Materials Management – Region 3

New York State Department of Environmental Conservation 21 South Putt Corners Road New Paltz, New York, 12561-1620

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

31. <u>Approvals</u>: All approvals required by this permit shall be obtained in writing from either the Regional Materials Management Engineer (RMME) 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 <u>five (5) days</u> prior to commencement of the repair or replacement work to allow Department oversight of the work. Exceptions to this condition would include but not limited to the need for approvals as determined by the Department for floor and leachate collection and storage system repairs, etc. Notification shall be provided to <u>david.pollock@dec.ny.gov</u>.

Emergency or other 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.

32. Notifications: The permittee shall notify the Regional On-Site Environmental Monitors Coordinator ("ROSEMC") by telephone (845-256-3138) or e-mail (David.Pollock@dec.ny.gov) immediately of any emergency situations, including but not limited to fires, receipt of unauthorized waste, spills, a cessation of operation at the facility, liquid detected in any secondary containment system, 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 ROSEMC shall be notified in writing at least <u>five (5) business days</u> in advance of such activity.

All repairs shall be in accordance with approved plans unless otherwise authorized in writing by the Department.

REPORTS and RECORDS

33. <u>Permit and Plans</u>: 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, or the Dutchess County Health Department, during operational hours at the project site.

The permittee shall make all facility employees familiar with the approved Operations & 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 Dutchess County Health Department.

The facility shall have an individual(s) 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.

- 34. <u>Updates</u>: 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 Series regulations and/or whenever the permittee is notified by the Department that revisions are necessary to comply with applicable 6 NYCRR Part 360 Series 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.
- 35. <u>Annual Report</u>: An annual report shall be submitted no later than <u>March 1</u> of each calendar year while this permit is in effect. The annual report must be prepared in accordance with Part 360.19(k)(3). The annual report must include a revised closure/post-closure cost estimate in accordance with Part 360. If closure costs have changed, an updated financial assurance mechanism and an updated standby trust agreement (if applicable) must be provided to the Department.
- 36. Logs and Inspections: A daily log for receipt and transport of all waste shall be maintained in accordance with 6 NYCRR Part 360.19(k)(2) and be available for Department review. The daily log must contain, at a minimum: the date; name and signature of the individual recording the information; the quantity, description, and origin of waste received at the facility; the quantity and destination of recyclables sent from the facility by major category; and, the quantity and destination of C&D debris and MSW and other approved wastes sent from the facility for disposal.

Any complaint received by the permittee about the operation of this facility must be documented in a complaint log book, with 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. The log must contain the date and time of the complaint, nature of the complaint, name of person (whether Department staff, resident, employees, etc.) reporting the complaint, weather conditions at time of complaint, the action taken to alleviate the condition, and the effectiveness of the actions taken.

All incoming waste received at the facility must be inspected prior to acceptance and inspected again after tipping for unacceptable and/or unauthorized wastes. Inspections of random and/or suspicious loads must be recorded on a <u>daily</u> basis and must contain the date of the inspection; the signature of the individual recording the information; a description of the wastes; the type of unauthorized waste found (if

applicable); and the final disposition of the unauthorized waste. Such records must be maintained at the site and be available for Department review.

All inspection logs, records and monitoring records shall be maintained on-site by the permittee for a period of seven years from the date of recording.

CHANGES in OWNERSHIP or MANAGEMENT

- 37. <u>Transfer Process</u>: Pursuant to 6 NYCRR Part 621, prior to a change in the owner(s) or the operator(s) the facility, the permittee is required to submit for approval, on Department-approved forms, 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 Department (Regional Materials Management Engineer) 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 Department (Regional Materials Management Engineer, or 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 from to the Department.

FINANCIAL ASSURANCE

38. <u>Instrument:</u> In accordance with 6NYCRR Part 360.22 and Part 373-2.8 of this title, the permittee shall maintain with the Department a form of Financial Assurance acceptable to the Department, in the minimum amount as determined by an acceptable closure cost estimate for closure and post-closure monitoring of this 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 Engineer
Division of Materials Management – Region 3
New York State Department of Environmental Conservation
21 South Putt Corners Road
New Paltz, New York 12561-1620

The financial assurance instrument must be in place and in effect prior to operation of the facility.

- 39. <u>Adjustment:</u> 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.
- 40. <u>Termination</u>: In the event that the financial institution or permittee proposes to terminate the Financial Assurance at any time, the permittee shall, <u>no less than thirty (30) days</u> 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 <u>thirty (30) days</u> 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 this facility or its closure.

CLOSURE REQUIREMENTS

41. <u>Closure</u>: 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 360.21, and any approved closure plan.

Within forty-five 45 days of the completion of the closure activities, the permittee shall submit to the RMME 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 series regulations; 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.

CESSATION of CONSTRUCTION or OPERATIONS

42. 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. Submissions of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator NYSDEC REGION 3 HEADQUARTERS 21 SOUTH PUTT CORNERS RD NEW PALTZ, NY 12561 -1620

- 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

Under the State Environmental Quality Review Act (SEQR), the project associated with this permit is classified as an Unlisted Action and the Department of Environmental Conservation has determined that it will not have a significant effect on the environment. Other involved agencies may reach an independent determination of environmental significance for this project.



November 16, 2021

To Whom It May:

This is to confirm that the Village of Cold Spring is in good standing with Republic Services of Beacon NY and will be able to tip their recycling material at 508 Fishkill Ave Beacon NY until the end of the contract with Royal Carting .

Regards,

John Formisano Jr

Material Marketing Manager Northeast Region 914-760-2622 96 Sand Dock Road • Poughkeepsie, New York 12601-5444 • 845 463 6020 • Fax 845 462 6090 • Email: agency@dcrra.org

November 16, 2021

To Whom It May Concern:

The Dutchess County Resource Recovery Facility will accept municipal solid waste from customers of Royal Carting as long as the Facility is operating.

Sincerely,

Lindsay Carille
Executive Director

LC/dw



Quality Service Since 1955

November 17, 2021

Village of Cold Spring 85 Main Street Cold Spring, NY 10516

To Whom It May Concern:

This letter is to confirm that Royal Carting is a New York state licensed DEC transfer station. All municipal solid waste from the Village of Cold Spring will be accepted for the duration of the contract with Royal Carting.

Sincerely

Emil Panichi President

EP/db





Quality Service Since 1955

November 17, 2021

Village of Cold Spring 85 Main Street Cold Spring, NY 10516

To Whom It May Concern:

This letter is to confirm that Royal Carting is a New York state licensed DEC transfer station. All recycling material from the Village of Cold Spring will be accepted for the duration of the contract with Royal Carting.

Sincerely,

Emil Panichi

President

EP/db





Wood Keyton

Commercial Surety
Travelers Bond & Specialty Insurance
Associate Account Executive

(215) 274-1632 (888) 400-6757 (fax)

10 Sentry Parkway (Suite 300) Blue Bell, PA 19422

November 17, 2021

Panichi Holding Corp. 409 RT 82 PO BOX 1209 Hopewell Junction, NY 12533

Re: Panichi Holding Corp. DBA Royal Carting Service Co. - Surety Bond Capacity Letter

To Whom It May Concern,

It has been the privilege of Travelers Casualty and Surety Company of America to provide surety bonds on behalf of Panichi Holding Corp. DBA Royal Carting Service Co. since 2006. It is our opinion that Panichi Holding Corp. DBA Royal Carting Service Co. is qualified to perform bonded work as we have successfully bonded surety obligations for them in the past. At their request, we will give favorable consideration to providing required performance and payment bonds. In our opinion, Panichi Holding Corp. DBA Royal Carting Service Co. remains properly financed, well equipped, and capably managed.

Travelers Casualty and Surety Company of America reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to any third parties if for any reason we do not execute such bonds.

Travelers Casualty and Surety Company of America is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A++ XIII by A.M. Best Company.

Very truly yours,

Travelers Casualty and Surety Company of America

Nancy Paino, Attorney-in-fact



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nancy Paino of POUGHKEEPSIE, New York, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

NOTARY SPIELIC CONVECTOR

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Senior Vice President, any Senior Vice President, any Senior Vice President, any Senior Vice President, any Senior Vice President, any Senior Vice President, any Senior Vice President, any Senior Vice President, any Vice President, any Senior Vice President, any Vice President, any Vice President, any Senior Vice President, any Vice President, any Vice President, any Vice President, any Senior Vice President, any Vice President, any Vice President, any Senior Vice President, any Vice President, any Vice President, any Vice President, any Senior Vice President, any Vice President, any Vice President, any Vice President, any Vice President, any Senior Vice President, any Vice President, a

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of November , 2021







Kevin E. Hughes, Assistant Secretary

INDIVIDUAL ACKNOWLEDGMENT State of New York }ss. County of ____, ____, before me personally came On this day of , to me known and known to me to be the individual(s) who executed the foregoing instrument and acknowledge to me that he/she/they executed the same. **Notary Public** PARTNERSHIP ACKNOWLEDGMENT State of New York }ss. County of On this _____, day of _____, ____, before me personally came ____, to me known and known to me to be a member of the partnership acknowledged that he/she executed the foregoing instrument as the act of the said partnership. **Notary Public** CORPORATION ACKNOWLEDGMENT State of New York }_{55.} County of _____, before me personally came _____, before me personally came and say On this day of that he/she resides in _____; that he/she is the ___ ____, the corporation which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of the said corporation, and that he/she signed his/her name to the instrument by like order. **Notary Public** SURETY ACKNOWLEDGMENT State of New York }ss. County of Dutchess On this 17th_ day of November , ___2021__, before me personally came to me known, who being by me duly sworn, did depose and say: that he/she resides in the City of ____New Paltz_____ that he/she is Attorney-in-fact of the above

Notary Public

signed surety, the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that

he/she signed his/her name thereto by like order.

4

HEATHER L PUGLIESE
Notary Public, State of New York
Registration No. 01PU6283428
Qualified in Ulster County
Commission Expires June 3, 3915

Village of Cold Spring Refuse & Recyclables – Bid Packet November 5, 2021 Page 23 of 62

Non-Collusive Bidding Certification

In accordance with the provisions of General Municipal Law Section 103-d as amended, the following "Non-Collusive Bidding Certification" is and shall become a part of this Bid:

By submission of this Bid, each Contractor and each person signing on behalf of any Contractor certifies, and, in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief;

- 1. the prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Contractor or with any competitor;
- 2. unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to openings, directly or indirectly, to any other Contractor or to any competitor; and

3. no attempt has been made or will be made by the Contractor to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restriction of competition.

Authorized Signature EMIL PANICHI

PRESIDENT

Title

ROYAL CARTING SERVICE COMPANY

Company Name

<u>Village of Cold Spring Refuse / Recyclables Bid Date</u> of Opening: November 19, 2021



Quality Service Since 1955

POLICY STATEMENT

The policy of Royal Carting is to provide equal employment opportunities to all applicants and employees without regard to race, creed, color, citizenship status, religion, sex, sexual orientation, marital status, age, national origin, genetic information, status as an individual with a disability or status as a disabled and/or Vietnam Era veteran or other protected veteran or any other legally protected status and to affirmatively seek to advance the principles of equal employment opportunity.

The Company takes affirmative action to ensure that applicants and employees covered under Executive Order 11246, as amended, the Rehabilitation Act of 1973 and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, are not discriminated against because of their race, color, sex, national origin, status as an individual with a disability or status as a disabled and/or Vietnam Era veteran and other protected veteran or any other legally protected status.

As Director of Human Resources of Royal Carting, I affirm that the above policy and the Affirmative Action Programs executed simultaneously reflect the Company's attitude and its intention to:

- Recruit, hire, train and promote for all job classifications without regard to race, creed, color, religion, sex, sexual orientation, marital status, age or national origin, genetic. information or any other legally protected status.
- 2. Base decisions on employment so as to further the principles of equal employment opportunity.
- 3. Ensure that all other personnel actions such as compensation, promotions, benefits, transfers, terminations, Company-sponsored training, educational tuition assistance, social and recreational programs are administered without regard to race, creed, color, religion, sex, sexual orientation, citizenship status, age, national origin, genetic information or any other legally protected status.
- 4. Ensure that employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities:



- Assisting or participating in an investigation, compliance review, hearing or any other activity related to the administration of Executive Order 11246, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, or Section 503 of the Rehabilitation Act of 1973, as amended (Section 503) or any other federal, state or local law requiring equal opportunity;
- Deposing any act or practice made unlawful by Executive Order 11246, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, or Section 503 or its implementing regulations in this part or any other federal, state or local law requiring equal opportunity; or
- Exercising any other right protected by Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, Section 503, or their implementing regulations.
- 5. Provide pursuant to the Rehabilitation Act of 1973 and to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, equal employment opportunities as set forth above to qualified individuals with disabilities and to qualified disabled veterans and/or veterans of the Vietnam Era or other protected veterans.

Royal Carting, in compliance with Executive Order 11246, as amended by Executive Order 11375, maintains a written Affirmative Action Program. The EEO Administrator will make portions of the AAP available to prospective employees and employees on request during working hours.

The Company, in compliance with the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, maintains written Affirmative Action Programs which are made available to prospective employees and employees upon request during working hours.

Overall responsibility for directing and implementing the policy enunciated herein and the Company's Affirmative Action Programs 'has been assigned to Evelyn Panichi, Director of Human Resources, PO Box 1209, Hopewell Junction, NY 12533-1209, 845-896-6000, who serves as the Company's Equal Employment Opportunity Administrator. All personnel actions will be analyzed to ensure that this policy and the Affirmative Action Programs are being properly implemented and periodic reports will be submitted to me so that I may monitor progress.

Royal Carting is determined to be in full compliance with the provisions of the law and of the Affirmative Action Programs.

Date: November 18, 2021

Evelyn Panichi

Director of Human Resources

Royal Carting

Village of Cold Spring Refuse & Recyclables – Bid Packet November 5, 2021 Page 18 of 62

Contractor Information Sheet

NAME OF CONTRACTOR: ROYAL	. CARTING SERVICE COMI	PANY
ADDRESS: MAILING: PO BOX 1209 HOPEWELL	9 JUNCTION, NY 12533	PHYSICAL: 409 ROUTE 82 HOPEWELL JUNCTION, NY 12533
TYPE OF ENTITY Sole Proprietor Corporation Partnership Individual		
Limited Liability Company		
NAME OF CORPORATION (if a nor PANICHI HOLDING CORP DB		
EMIL PANICHI EVELYN PANICHI ELISA POPOVICH TRUST FOR THE BENIFIT ELISA POPOVICH TRUST FOR THE BENIFIT EVELYN PANICHI TRUST FOR THE BENIFIT JAMES CONSTANTINO List Officers: EMIL PANICHI - PRESIDENT	RCENT AE 19 3% 11 3% 5 24.5% 16.33%	DATES): DDRESS PORCHARD HILL DR., MILLBROOK, NY 12545 19 RIDGE ROAD, CLINTON CORNERS, NY 12514 LISA LANE, HOPEWELL JUNCTION, NY 12533 12 DAVIS RD. SALT POINT, NY 12578
JAMES POPOVICH - VICE PRESIDENT EVELYN PANICHI - SECRETARY/ TREAS List Directors: N/A	SURER	

Village of Cold Spring Refuse & Recyclables – Bid Packet November 5, 2021 Page 20 of 62

Reference Sheet

All Contractors will be required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size and scope to this Bid. References must have had dealings with the Contractor within the last thirty-six months. The Village reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Contractor before the actual award of the Bid and/or contract. Completion of the reference form is required.

CONTRACTOR'S NAME:

1. Reference's Name:	VILLAGE OF WAPPINGERS FALLS	

Address: 2582 SOUTH AVENUE, WAPPINGERS FALLS, NY 12590

Telephone: 845-297-8773 EXT 1 Contact Person: HEATHER MCCORMICK

Email Address: HMCCORMICK@WAPPINGERSFALLSNY.GOV

2. Reference's Name: CITY OF BEACON

Address: 1 MUNICIPAL PLAZA, BEACON, NY 12508

Telephone: 845-838-5020 Contact Person: JAMIE MESNICK

Email Address: JMESNICK@CITYOFBEACON.ORG

Village of Cold Spring Refuse & Recyclables – Bid Packet November 5, 2021 Page 21 of 62

Telephone: 845-897-4	1430 Contact Person: DAN BORCHERT- VILLAGE CLERK
Address: 1095 MAIN S	STREET, FISHKILL, NY 12524
3. Reference's Name:	VILLAGE OF FISHKILL

Email Address: DAN@VOFISHKILL.COM

Village of Cold Spring Refuse & Recyclables – Bid Packet November 5, 2021 Page 22 of 62

Conflict of Interest Statement

Vaiil

CONTRACTOR'S NAME: ROYAL CARTING SERVICE COMPANY

SIGNATURE REQUIRED:

PRINT NAME:

EMIL PANICE

DATE:

11/18/2021

If the Contractor is an individual, the Bid must be signed by that individual; if the Contractor is a corporation, by an officer of the corporation, or other person authorized by resolution of the board of directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the Bid.

"The submission of this Bid constitutes a certification that no Village Officer has any interest therein. (Note: In the event that any Village Official has any such interest, the full nature thereof should be disclosed below.)"

Village of Cold Spring Refuse & Recyclables – Bid Packet November 5, 2021 Page 24 of 62

Certification of Compliance with the Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a (3) (b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website. By submitting a Bid in response to this 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 Bid, 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 Village receive information that a Proposer/Contractor is in violation of the above-referenced certification, the Village 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 Village shall 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 Village reserves the right to reject any Bid 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.

EMIL PANICHI SIGNATURE:

being duly sworn, deposes and says that he/she is the

PRESIDENT

Village of Cold Spring Refuse & Recyclables - Bid Packet November 5, 2021 Page 25 of 62

of the Proposer/Contractor and that neither the Proposer/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Notary Public:

JENNIFER MCGOVERN NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01MC6341096

Serrife Melloneur

Qualified in Putnam County
THIS FOR MONTHS THE BERGETTRATED WITH BID



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PRODUCER			CONTACT Nancy Paino	
Marshall & Sterling, Inc.			PHONE (A/C, No, Ext): (845) 454-0800 FAX (A/C, No): (845) 4	85-7804
110 Main Street			E-MAIL ADDRESS: npaino@marshallsterling.com	
			INSURER(S) AFFORDING COVERAGE	NAIC#
Poughkeepsie	NY	12601	INSURER A: Continental Western Ins Co	10804
INSURED			INSURER B: Union Insurance Company	25844
Panichi Holding Corp,			INSURER C: Acadia Insurance Company	31325
DBA: Royal Carting Service C	Co Co		INSURER D: Gemini Insurance Co	10833
409 Route 82, PO Box 1209			INSURER E:	
Hopewell Junction	NY	12533	INSURER F:	
COVERAGES	DTIEICATE NUMBED.	CL201218934	153 DEVISION NUMBED	

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

INSR LTR		TYPE OF INSURANCE	ADDL	SUBR			POLICY EXP (MM/DD/YYYY)		
LTR	Ь.,	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	
	×	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s 300,000
								MED EXP (Any one person)	\$ 10,000
Α			Y		CPA5226681	12/31/2020	12/31/2021	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
l		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	×	ANY AUTO						BODILY INJURY (Per person)	\$
В	OWNED AUTOS ONLY	AUTOS ONLY AUTOS			CAA5226682	12/31/2020	12/31/2021	BODILY INJURY (Per accident)	\$
ł	×	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
	×	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	s 10,000,000
С		EXCESS LIAB CLAIMS-MADE			CUA5226683	12/31/2020	12/31/2021	AGGREGATE	\$ 10,000,000
		DED RETENTION \$ 10,000							\$
1		KERS COMPENSATION EMPLOYERS' LIABILITY						➤ PER STATUTE OTH- ER	
l _B	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A		WCA5226684	01/01/2021	01/01/2022	E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	datory in NH)					5 // O // EULE	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	of yes	, describe under CRIPTION OF OPERATIONS below				_		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	Fxc	cess Liability						Each Occurrence	10,000,000
D	D Excess Liability			CEX09601984-05		12/31/2020	12/31/2021	Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Cold Spring is an additional insured if required by written contract, per endorsement no. CLCG2004.

CERTIFICATE HOLDER		CANCELLATION
Village of Cold Spring 85 Main Street		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
oo man onoo		AUTHORIZED REPRESENTATIVE
Cold Spring	NY 10516	Jamothy Janpay





VEHICLE INFORMATION REPORT

OWNER:

ROYAL

Vehicle Type: AUTO

Vehicle Numbel	r Year	Manufacturer	License	Vehicle Identification Number (VIN)	Registration Expires	Weight (lbs)	2290 Class
194	2008	AUTOCAR	33621NA	5VCDC6BE18H205749	8/31/2022	66000	L
207	2012	PETER	56040JW	3BPZL70X3CF152235	2/28/2022	66000	L
208	2012	PETER	15000MC	3BPZL70X5CF152236	10/31/2022	66000	L
209	2012	PETER	15030MC	3BPZL70X9CF152238	7/31/2022	66000	L
211	2012	PETER	33622NA	3BPZL70X7CF152240	1/31/2022	66000	L
220	2014	PETER	83660MD	3BPZL70X2EF227316	10/31/2022	66000	L
221	2014	PETER	83659MD	3BPZL70X0EF227315	10/31/2022	66000	L
228	2015	PETER	34650MG	3BPZL70X2FF100082	6/30/2022	66000	L
229	2015	PETER	34652MG	3BPZL70X0FF100081	3/31/2022	66000	L
230	2015	PETER	34651MG	3BPZL70X4FF100083	3/31/2022	66000	L
237	2017	PETER	18816MJ	3BPZL70X0HF108006	5/31/2022	66000	L
238	2017	PETER	58798JB	3BPZL70X2HF108007	6/30/2022	66000	L
239	2017	PETER	10822JY	3BPZL70X4HF108008	2/28/2022	66000	L
246	2018	PETER	51876MK	3BPDL70X3JF192080	6/30/2022	66000	L
248	2018	PETER	51894MK	3BPDL70X5JF192078	7/31/2022	66000	L
249	2018	PETER	51892MK	3BPDL70X7JF192079	7/31/2022	66000	L
258	2019	PETER	19529MM	3BPDL70X4KF103229	7/31/2022	66000	L
270	2020	PETER	50450MN	3BPDLK0X5LF107360	11/30/2022	66000	L
277	2020	PETER	33345NA	3BPDLK0XXLF108228	9/30/2022	66000	L

278	2020	PETER	33344NA	3BPDLK0X1LF108232	9/30/2022	66000	L
279	2020	PETER	33380NA	3BPDLK0X1LF108229	9/30/2022	66000	L
287	2022	PETER	TBD	3BPDLKOX2NF111952		66000	L
288	2022	PETER	TBD	3BPDLKOX4NF111953		66000	L
289	2022	PETER	TBD	3BPDLKOX6NF111954		66000	L

Subtotal for 'TYPE' = AUTO (24 records)

Vehicle Type: FE LDR

Vehicle Nui	mber Year	Manufacturer	License	Vehicle Identification Number (VIN)	Registration Expires	Weight (lbs)	2290 Class
212	2012	MACK	14999MC	1M2AV04C0CM009414	4/30/2022	67000	М
219	2014	MACK	83431MD	1M2AV04CXEM010783	11/30/2022	67000	M
224	2015	MACK	97863ME	1M2AV04C6FM011950	7/31/2022	67000	М
225	2015	MACK	98258ME	1M2AV04C1FM012603	9/30/2022	67000	M
234	2016	MACK	22339MH	1M2AV04C4GM014492	10/31/2022	67000	М
240	2016	MACK	18873MJ	1M2AV04C4GM015545	1/31/2022	67000	M
251	2018	PETER	92714MK	3BPDL70X1JF196774	10/31/2022	66000	L
255	2019	MACK	73108ML	1M2TE1GC4KM001034	5/31/2022	67000	M
259	2019	MACK	19501MM	1M2TE1GC6KM001035	6/30/2022	66000	L
260	2019	MACK	19509MM	1M2TE1GC8KM001036	7/31/2022	67000	М
268	2020	PETER	50109MN	3BPDLK0X7LF107411	8/31/2022	66000	L
269	2020	PETER	50159MN	3BPDLK0X9LF107412	10/31/2022	66000	L
275	2020	PETER	99532MN	3BPDLK0XXLF108231	6/30/2022	66000	L
290	2022	PETER	TBD	3BPDLKOXONF112856		66000	L
294	2022	CRANE					

Subtotal for 'TYPE' = FE LDR (15 records)

Vehicle Type: R/O

Vehicle Numbe	r Year	Manufacturer	License	Vehicle Identification Number (VIN)	Registration Expires	Weight (lbs)	2290 Class
127	2000	MACK	50459MD	1M2P268C9YM054603	4/30/2022	61400	Н
168	2006	WEST-STAR	34680MG	5KKHAEDE26PW49137	6/30/2022	65740	L
176	2007	WEST STAR	95798JV	5KKHAECV17PW61718	5/31/2022	67000	M
177	2007	WEST STAR	95797JV	5KKHAECV37PW61722	5/31/2022	67000	М
178	2007	WEST-STAR	59320MM	5KKHAECV37PX67457	5/31/2022	72000	R
191	2008	WEST-STAR	58667JX	5KKHAECV48PZ80483	7/31/2022	65000	K
195	2004	KW	15421PF	1NKDXBEX94J067340	3/31/2022	64000	J
196	2006	CHEVY	27762KA	1GBJ6C13X6F403975	3/31/2022	25950	N/A
202	2006	KW	12049PF	1NKDXBEX56J139427	3/31/2022	63500	J
203	2006	KW	33407NA	1NKDXBEX96J139429	3/31/2022	64000	J
213	2012	HINO	50457MD	5PVNV8JR2C4S50632	4/30/2022	33000	N/A
232	2016	MACK	70981MG	1M2AX13CXGM031685	4/30/2022	67000	М
233	2016	MACK	70982MG	1M2AX13C1GM031686	4/30/2022	67000	М
235	2016	MACK	18383MJ	1M2AX13C4GM035554	4/30/2022	67000	М
236	2017	MACK	33388NA	1M2AX13C4HM036219	4/30/2022	67000	М
242	2017	MACK	62427MJ	1M2AX13C0HM036220	6/30/2022	67000	М
244	2018	MACK	60303PC	1M2AX13C2JM039447	3/31/2022	67000	М
245	2018	MACK	34673MG	1M2AX13C4JM039448	3/31/2022	67000	L
253	2018	MACK	37019ML	1M2AX13C0JM043142	3/31/2022	67000	M

254	2018	MACK	15425PF	1M2AX13C2JM043143	3/31/2022	67000	М
256	2018	MACK	73120ML	1M2AX13C4JM043144	6/30/2022	67000	M
263	2019	MACK	59289MM	1M2GR4GC0KM004682	4/30/2022	75000	U
264	2019	MACK	15426PF	1M2GR4GC2KM009575	3/31/2022	75000	U
265	2019	MACK	59290MM	1M2GR4GC6KM009580	4/30/2022	75000	U
266	2019	PETER	96529MM	1NPCL70X2KD624882	7/31/2022	66000	L
267	2019	PETER	96539MM	1NPCL70X0KD624881	8/31/2022	66000	L

Subtotal for 'TYPE' = R/O (26 records)

Vehicle Type: RE LDR

Vehicle Numb	ber Year	Manufacturer	License	Vehicle Identification Number (VIN)	Registration Expires	Weight (lbs)	2290 Class
166	2005	WEST-STAR	83341JC	5KKHAEDEX5PU38427	3/31/2022	65740	L
169	2006	INT'L	41959JU	1HTMMAAN96H220689	6/30/2022	31300	N/A
172	2006	WEST-STAR	95841JV	5KKHAEDE96PW74908	6/30/2022	66220	М
174	2007	WEST-STAR	48565JC	5KKHAEDE97PX71172	2/28/2022	65740	L
182	2007	WEST-STAR	38321JR	5KKHAECV67PZ21594	9/30/2022	67000	М
199	2011	MACK	64723JK	1M2AX13C7BM013217	8/31/2022	65180	L
200	2011	INTN'L	97831ME	1HTWKAZR1BJ381580	12/31/2021	53000	N/A
201	2011	INTN'L	41865MA	1HTWKAZR8BJ375937	1/31/2022	53000	N/A
206	2012	MACK	42293MB	1M2AX13C4CM016867	11/30/2022	67000	М
215	2013	MACK	43089MC	1M2AV01CXDM001083	10/31/2022	44800	N/A
218	2013	MACK	50410MD	1M2AX13C7DM020140	3/31/2022	67000	М
222	2014	MACK	98105ME	1M2AX13C9EM024109	8/31/2022	67000	М
227	2015	MACK	98289ME	1M2AX13C7FM028628	10/31/2022	67000	М
243	2001	FORD	18480MK	1FDAF56F71EA41401	4/30/2023	17500	N/A
247	2018	MACK	51877MK	1M2AX13C0JM039446	6/30/2022	67000	М
250	2018	MACK	51893MK	1M2AX13C9JM039445	7/31/2022	67000	М
271	2020	PETER	50470MN	1NPCL40X2LD678604	12/31/2021	66000	L
276	2021	PETER	33226NA	1NPCL40X5MD734889	8/31/2022	66000	L
280	2021	PETER	33409NA	1NPCL40X9MD710692	10/31/2022	66000	L

Wednesday, November 17, 2021

281	2021	PETER	33408NA	1NPCL40X7MD710691	10/31/2022	66000	L
282	2012	FREIGH	33590NA	1FVACWDT1CCHBS8621	12/31/2021	31000	N/A
283	2019	PETER	33591NA	1NPTL70X6KD269 179	12/31/2021	66000	L
284	2021	PETER	37802NA	1NPCL40XXMD752112	12/31/2021	66000	L
285	2021	PETER	37803NA	1NPCL40X1MD752113	12/31/2021	66000	L
291	2022	PETER	TBD	3BPDKKOX7NF113098		54000	

Subtotal for 'TYPE' = RE LDR (25 records)

Vehicle Type: SALES

Vehicle Number	Year	Manufacturer	License	Vehicle Identification Number (VIN)	Registration Expires	Weight (lbs)	2290 Class
PT10	2013	ТОУОТА	GFN7632	5TFUX4EN6DX021330	5/31/2023	3902	JP
VS-28	2006	MERCE	1MB4	WDBUF87J16X182285	1/31/2022	3805	Emil
VS-37	2010	FORD	ROYAL82	1FMCU9D73AKD36823	6/30/2023	3361	Spare
VS-41	2014	TOYOTA	ACN8821	5TDBY5G13ES100630	1/31/2023	5985	JPC
VS-42	2015	SUBARU	RCC55	4S4BSANCXF3245502	11/30/2022	3638	EMIL
VS-45	2016	HYUNDAI	CKL6016	KM8J3CA46GU058594	1/31/2023	3490	JonK
VS-46	2017	SUBARU	HPM2978	4S4BSANC3H3272544	2/28/2023	3684	MILLB
VS-47	2015	JEEP	HYN1340	1C4RJFAG5FC225105	4/30/2022	4529	Scott
VS-48	2018	CHEVY	AST5413	3GCUKSECXJG477512	7/31/2023	5537	JIM P
VS-49	2019	MERCE	1MB5	WDDPK3JA8KF159078	5/31/2023	3277	Emil
VS-50	2020	JEEP	HBT6330	1C4RJFAG2LC134207	9/30/2023	4486	Vince

Subtotal for 'TYPE' = SALES (11 records)

Vehicle Type: SERV

Vehicle Numb	er Year	Manufacturer	License	Vehicle Identification Number (VIN)	Registration Expires	Weight (lbs)	2290 Class
033	2005	GMC	96860JU	1GTHK24295E148694	8/31/2023	9200	N/A
075	2005	DODGE	73920JF	3D7MS46C15G828104	10/31/2022	12200	Tire
076	2008	CHEVY	22780JE	1GBJG316581175424	6/30/2023	12300	
077	2016	CHEVY	50558MJ	1GB5KYCG9GZ230167	11/30/2022	13025	Bash
078	2020	CHEVY	33305NA	1GC3YNE70LF235556	8/31/2022	9900	Robby
PT11	2022	GMC	35293NC	1GC3YNE72NF101635	10/31/2021	10250	YD
VCART	2007	ClubCar	Full Cab	Club Car CaryAll II			Off R

Subtotal for 'TYPE' = SERV (7 records)

Vehicle Type: SPLIT

Vehicle Numb	er Year	Manufacturer	License	Vehicle Identification Number (VIN)	Registration Expires	Weight (lbs) 2290 Class	
198	2010	PETER	75202KA	3BPZL00XXAF105885	7/31/2022	56000 E	3
257	2019	PETER	73135ML	3BPDL70X0KF103230	6/30/2022	66000 I	_

Subtotal for 'TYPE' = SPLIT (2 records)

Vehicle Type: TRAC

Vehicle Numbe	r Year	Manufacturer	License	Vehicle Identification Number (VIN)	Registration Expires	Weight (lbs)	2290 Class
153	2003	KW	15418PF	1XKWDB0X43J050104	3/31/2022	117000	V
183	2007	INTN'L	15419PF	2HSCKSCT47C517238	3/31/2022	117000	V
184	2007	WEST-STAR	15422PF	5KJJAEAV37PX46374	3/31/2022	117000	V
197	2010	INTN'L	15420PF	2HSCXAPT4AC100814	3/31/2022	117000	V
226	2014	MACK	15423PF	1M1AN07Y2EM015875	3/31/2022	117000	V
241	2018	INTN'L	15424PF	3HSDPAPT1JN163503	3/31/2022	117000	V
261	2018	INTN'L	70008PC	3HSDPAPT4JN330209	3/31/2022	117000	V
273	2019	INTN'L	83598PC	3HSLGAPT5KN549466	3/31/2022	117000	V
274	2019	INTN'L	83597PC	3HSLGAPTXKN600315	3/31/2022	117000	V
286	2022	PETER	17799PF	1XPXD40X1ND785019	3/31/2022	117000	V

Subtotal for 'TYPE' = TRAC (10 records)

Vehicle Type: TRLR

Vehicle Numbe	r Year	Manufacturer	License	Vehicle Identification Number (VIN)	Registration Expires	Weight (lbs) 2290 Class
AT-14	2003	J&J	BD27933	1S92S34353M006082	12/31/2021	24740
AT-15	2016	TITAN	BG83447	2TVTP454XGD000169	12/31/2021	15868
AT-16	2016	TITAN	BR18757	2TVTP4546GD000170	12/31/2021	15868
DT02	1997	SPECT	BR86335	1S9DA3438US188417	12/31/2021	18000
IB1	1988	STROU	AV26927	1DW1A4824JS589648	12/31/2021	13500
IB2	1990	GD	AP40527	1GRAA9626LB125601	12/31/2021	14040
IB3	2007	STOUGHTON	BK26035	1DW1A53277S947203	12/31/2021	15080
T77	2014	SUMMIT	BN84572	1S8SE3825E0012598	12/31/2021	33360
T78	2014	SUMMIT	BN84573	1S8SE3827E0012599	12/31/2021	33360
T79	2014	SUMMIT	BN84571	1S8SE382XE0012600	12/31/2021	33360
T80	2015	SUMMIT	BG82663	1S8SE3824F0012688	12/31/2021	33360
T81	2015	SUMMIT	BG82664	1S8SE3826F0012689	12/31/2021	33360
UT-3	1998	CUSTM	CB38504	NY58313	12/31/2017	17500
WFT10	2008	MAC	BR18750	5MAMN48278C016067	12/31/2021	17469
WFT11	2011	MAC	BA70563	5MAMN4827BC019686	12/31/2021	17820
WFT12	2011	MAC	BA70564	5MAMN4829BC019687	12/31/2021	17840
WFT13	2011	MAC	BN84243	5MAMN4820BC019688	12/31/2021	18600
WFT14	2011	MAC	BA70572	5MAMN4832BC018549	12/31/2021	20600
WFT15	2012	EAST	BE50910	1E1U2X280CRB47464	12/31/2021	15900

WFT17	2019	EAST	BR18474	1E1U2Z381KR065491	12/31/2021	22076
WFT18	2019	EAST	BR18473	1E1U2Z383KR065492	12/31/2021	22076
WFT19	2020	EAST	BU35232	1E1U2Z381LR070286	12/31/2021	21686
WFT20	2020	EAST	BU35233	1E1U2Z383LR070287	12/31/2021	21686
WFT21	2020	EAST	CA55448	1E1U2Z385LR070288	12/31/2021	21280
WFT22	2020	EAST	CA55449	1E1U2Z383LR072055	12/31/2021	21280
WFT23	2022	EAST	CC79138	1E1U2Z381NR077273	12/31/2021	20907
WFT24	2022	EAST	CC79139	1E1U2Z383NR077274	12/31/2021	20907
WFT5	1999	SPECT	AC72184	1S9WA4826XS188985	12/31/2021	17220
WFT6	1998	SUMMIT	AH98154	1S8AL4522W0009980	12/31/2021	17500
WFT9	2008	MAC	BK25716	5MAMN482X8C015916	12/31/2021	17049
CART	1996	STRIC	AX25726	1S12E9532TD409948	12/31/2021	15140

Subtotal for 'TYPE' = TRLR (31 records)

Vehicle Type: UTIL

Vehicle Nu	ımber Year	Manufacturer	License	Vehicle Identification Number (VIN)	Registration Expires	Weight (lbs)	2290 Class
036	2003	KW	64810MH	2NKMHD6X23M393625	5/31/2022	26000	
205	2012	HINO	15417PF	5PVNV8JL3C4S50148	3/31/2022	33000	N/A
231	2015	HINO	70992MG	5PVNV8JV1F4S55080	7/31/2022	33000	N/A
252	2007	STERLING	36978ML	2FZACGDC17AY06679	3/31/2022	33000	N/A
272	2020	HINO	59179MM	5PVNJ8JT5L5S59603	2/28/2022	25950	N/A

Subtotal for 'TYPE' = UTIL (5 records)



PLANET-FRIENDLY WASTE DISPOSAL SERVICES

Acceptable Recycling Materials

You can now place ALL recyclables in ONE recycling container!



PLASTIC BOTTLES



PLASTIC JUGS



GLASS BOTTLES & JARS



MAGAZINES & PHONE BOOKS



CARDBOARD & FOOD BOXES



ALUMINUM & METAL CANS



NEWSPAPER & PAPER

Unacceptable Recycling Materials

Please do NOT put these items in your recycling bin.

- Aerosol cans
 Fish bowls
- Gas cans
- Paint cans

- Broken glass
 Flower pots
- Headlights

- Plastic bags

- Ceramics
- Foam plastics
- Light bulbs
- Plastic toys

- Diapers
- Fuel tanks
- Mirrors
- Pyrex

Recycling Guidelines

You can now place ALL recyclables in ONE bin!

- 1. Put all recyclable items (bottles, cans and plastics) together in the recycling container provided by Royal Carting.
- 2. All materials must be empty of food residue. Rinsing is helpful. It is not required to remove labels from cans. Plastic items can be flattened. Glass should not be broken.
- 3. Do not place mixed paper in plastic bags. Stack in recycling container or place in a brown grocery bag.
- 4. Please curb your recyclables and garbage the night before collection day.

GLASS BOTTLES Juice, wine, catsup, food jars, canning jars

- No caps or lids
- Rinsed and unbroken
- All colors

PLASTIC CONTAINERS Dairy, milk, juice, water, jugs, shampoo, liquid dishwashing, laundry detergent, bleach, soda

- · No caps or lids
- Rinsed of food particles
- · Drained, flattened

COMPOSTING

The Dutchess County Waste-to-Energy Power Plant will not accept yard waste due to its lack of combustibility. They recommend that yard waste be composted. Composting is an environmentally acceptable method of disposing of yard waste and the end product is an excellent source of plant bedding. Following is a list of retailers who stock composting bins and tools for composting.

- Adams Fairacre Farms 454-4330
- Phantom Gardener Nursery 876-8606
- Agway 876-1559

METAL FOOD CANS AND ALUMINUM

FOIL Canned foods, aluminum cans, pet food cans, food trays

- Rinsed
- Do not flatten

MIXED PAPER Newspapers, glossy inserts, magazines, junk mail, telephone books, mixed office paper, dry food boxes, shoe boxes, paper egg cartons, flattened cardboard

• Must be clean of food residue

HOUSEHOLD HAZARDOUS WASTE

The Dutchess County Resource Recovery Agency collects household hazardous waste (for example: product containers marked Warning, Hazardous, Flammable, Poisonous, Corrosive, etc.) and electronic waste (for example: TVs, computers, radios, etc.) on designated Saturdays several times each year. Please contact them at 463-6020 or www.dcrra.org for a detailed list of acceptable items, upcoming dates and mandatory preregistration information.

EWASTE Televisions, monitors, personal computers, mice, and keyboards, small scale servers, fax machines, printers, scanners, VCR/DVD players, portable digital music players, digital converter boxes, cable or satellite receivers, electronic or video game consoles, cell phones You can drop off ewaste at either one of our NYS DEC Transfer Stations.

409 Route 82, Hopewell Junction, NY 845-896-6000 / 800-522-7235 Hours: M-F 7-4, Sat 7-1

1933 Route 22 Wingdale, NY 845-832-3828 Hours: M-F 7-4