



**COUNTY OF ERIE  
DIVISION OF PURCHASE  
MEMORANDUM**

**To:** All Using Departments

**From:** Jamie Kucewicz, Buyer

**Date:** March 4, 2016

**Subject:** PICK UP & DISPOSAL OF INCINERATOR ASH

**Bid No.:** 216024-002

**Effective Dates:** February 1, 2016 through January 31, 2017

**Vendor #:** 155755

**Vendor:** Hyland Facility Associates  
25 Green Hills Lane  
Rutland, VT 05702

**Contact:** John W. Casella

**Telephone:** 585-466-7271

**Pricing:** per attached document



**COUNTY OF ERIE**  
**MARK C. POLONCARZ**  
**COUNTY EXECUTIVE**  
**DIVISION OF PURCHASE**  
**INVITATION TO BID**

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie  
 Division of Purchase  
 Attention: James D. Kucewicz, Buyer (716) 858-6336  
 95 Franklin Street, Room 1254  
 Buffalo, New York 14202-3967

**NOTE:** Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: 216024-002

OPENING DATE: FEBRUARY 1, 2016 TIME: 2:00PM

FOR: PICK UP & DISPOSAL OF INCINERATOR ASH

NAME OF BIDDER: The Hyland Facility Associates

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- X EXHIBIT "A" - Assignment of Public Contracts
- X EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- N/A EXHIBIT "E" - Bid Bond (Informal Bid)
- X EXHIBIT "EP" - Equal Pay Certification
- EXHIBIT "F" - Standard Agreement
- X EXHIBIT "G" - Non-Collusive Bidding Certification
- X EXHIBIT "H" - MBE/ WBE Commitment
- X EXHIBIT "IC" - Insurance CLASSIFICATION "A"
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification
- EXHIBIT "PW" - NYS Prevailing Wage

Proposal for:  
Pick Up & Disposal of Incinerator Ash  
For Services to begin February 1, 2016  
County of Erie

# PUTTING WASTE TO WORK™

## Original Document

Bid Number: 216024-002  
Opening Date: February 1, 2016  
Time: 2:00 P.M.  
The Hyland Facility Associates

CASELLA RESOURCE SOLUTIONS  
RECYCLING • ORGANICS • ENERGY • BIO-FUELS • COMPOST



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Pick Up & Disposal of Incinerator Ash  
February 1, 2016

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# Section 1

## Company Background

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The Hyland Facility Associates, a subsidiary of Casella Waste Systems Inc. (Casella) is pleased to present the County of Erie with this proposal for “Pick Up & Disposal of Incinerator Ash” in response to the Invitation to Bid Number 216024-002. At Casella, we pride ourselves on the strong and valuable relationships that we have built with municipalities. To us, you are not just a customer, but a partner; where both entities invest a great deal, see the benefits and real returns. Our outstanding qualifications and experience for successfully carrying out the terms of the proposed are well documented in the following pages.

The key representatives, who are authorized to negotiate this Agreement with the County of Erie, should Casella be the selected vendor, are as follows:

- Raymond Duerr, Director of Landfill Sales & Volume  
E-mail: [Raymond.Duerr@Casella.com](mailto:Raymond.Duerr@Casella.com) Phone: (607) 437-0437
- Shelley Field, Associate General Council  
E-mail: [Shelley.Field@Casella.com](mailto:Shelley.Field@Casella.com) Phone: (802) 772-2215
- Larry Shilling, Regional Vice President  
E-mail: [Larry.Shilling@Casella.com](mailto:Larry.Shilling@Casella.com) Phone: (585) 466-7271

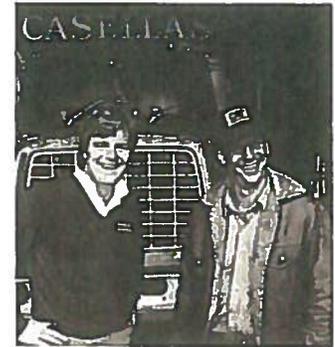


# GIVING RESOURCES NEW LIFE™

LEARN MORE AT [CASELLA.COM](http://CASELLA.COM)

## WHO WE ARE

Casella was founded in 1975 as a single truck operation in Rutland, Vermont. In 1977, Casella opened the first recycling facility in Vermont. The company has remained under the same management for nearly 40 years. Over time our footprint has grown to include six states. Our mission is to create value for our customers, our communities, and our company by Putting Waste to Work™. We supply resource recovery expertise and services to residential, commercial, municipal, and industrial customers.



## WHAT WE DO



**Casella's fleet** includes over 1000 collection vehicles. Our drivers are dedicated to the highest levels of safety, professionalism, and customer service, and we're transitioning our trucks to cleaner, quieter models that reduce our reliance on diesel fuel.



**Zero-Sort® Recycling** produces higher quality recyclables achieved through a combination of customer education, cutting edge technology, design and experienced MRF management. This process makes it easy and convenient for our customers to place all recyclable materials into a single bin.



**Casella Organics®** provides removal, transportation, recycling, processing and marketing of organic resources - including short paper fiber, ash, wood wastes, food wastes, biosolids and compost. For over two decades, Casella Organics has delivered innovative by-product and residual management solutions to customers throughout the Northeast.



**Customer Resource Solutions** provides a full range of services and solutions to large businesses, municipalities, universities and manufacturers. The team offers collective resources, experience and capabilities to consolidate services and reduce management time and expense.

## WHERE WE ARE

For over thirty-nine years, Casella has grown by providing innovative resource solutions and developing resource recovery facilities throughout the Northeast to meet our customers' needs.



**Section 2**  
**Non-Collusive Bidding Certification - Exhibit "G"**

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**County of Erie**  
DIVISION OF PURCHASE  
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder 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 his 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 bidder or any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**NOTICE**  
(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

**BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:**

Affirmed under penalty of perjury this 27<sup>th</sup> day of January, 20 14

TERMS \_\_\_\_\_ DELIVERY DATE AT DESTINATION \_\_\_\_\_

FIRM NAME The Hyland Facility Associates

ADDRESS \_\_\_\_\_

\_\_\_\_\_ ZIP \_\_\_\_\_

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE John W. Casella

TITLE President and Secretary of TELEPHONE NO. \_\_\_\_\_  
Casella Waste Management of N.Y., Inc.  
managing partner of The Hyland Facility Associates

# Section 3

## Bid Specifications

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**County of Erie**  
**DIVISION OF PURCHASE**  
**BID SPECIFICATIONS**

BID NO 216024-002

Ship to: County of Erie  
 Attention: Southtowns Treatment Facility  
 Address: S-3690 Lakeshore Road  
 Buffalo, NY 14219

Ship Via: N/A  
 Date Required at Destination: AS REQUESTED

ITEM NO.	QUANTITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Please provide pricing for the pick-up and disposal of incinerator ash from the Southtowns Advanced Wastewater Treatment Facility per the attached specifications.	\$45/ton	\$45/ton
			Term of the contract is February 1, 2016 through January 31, 2017		
			Listed site is only location currently with a need for service. Price to be good for any County location, however, should a need arise.		
			Please provide pricing on "BID SPECIFICATIONS" page.		

**NOTE:** Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

**ERIE COUNTY DIVISION OF PURCHASE**  
 Freedom of Information Officer  
 95 Franklin Street, Rm. 1254  
 Buffalo, NY 14202  
 FAX #: 716/858-6465

**TOTAL NET BID DELIVERED INSIDE**   \$45/ton  

**NAME OF BIDDER**   The Hyland Facility Associates

## BID SPECIFICATIONS

Pick-up and Disposal of Incinerator Ash from the Southtowns Advanced Wastewater Treatment Facility, S-3690 Lakeshore Road, Buffalo, NY 14219. Estimated annual quantity is 1,500 tons.

Ash consists of sanitary waste residual from the Southtowns Treatment Plant. Ash has been incinerated by a fluidized bed incinerator and dewatered by use of drying beds. Grit obtained by the cleaning of sanitary sewer lines may be included with the ash. The actual percentage of grit mixed with the ash will be very small, if any.

All ash for disposal will have been stabilized by a process approved by NYSDEC. Ash will be dewatered to a Minimum of 20% + Solid Content. The ash will have been tested for the TCLP Parameter and have been determined to be non-hazardous.

The successful bidder must have all necessary permits that may be required to transport and dispose of such material.

Vendor must supply 24 cu/yd roll off type container or may use a dump trailer for pick-ups. The Sewer District will load ash into dump trailer if this is the container to be used.

Delivery of containers and/or pick-up of filled containers must be made within 48 hours of call from Sewer District for service Holidays and weekends excluded.

All containers provided must have appropriate cover to keep out rain and snow, and, include a disposable plastic liner.

The 1,500 ton annual quantity is an estimate only. The Sewer District may generate more or less than this quantity during term of contract. The successful vendor must pick up and dispose of all ash as requested by the Sewer District.

The Sewer District will only pay for actual number of tons of ash picked up and disposed of by vendor.

Bidder is requested to quote a price per ton for this service. Price per ton to be inclusive of container, pick-up, transport, disposal, labor, permits, cover, liner, etc., necessary to pick-up and dispose of ash.

### PRICING

Price per ton for pick-up and disposal of ash as per specifications.

\$ 45.00 per ton

NAME OF BIDDER The Hyland Facility Associates

# Section 4

## Division of Purchase

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Legal Status

Erie County Equal Pay Certification - Exhibit "EP"

Erie County Minority/Women Business Utilization Report - Part A

**County of Erie**  
**DIVISION OF PURCHASE**  
**INSTRUCTIONS TO BIDDERS (FORMAL)**

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:  
  
IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

**County of Erie**  
**DIVISION OF PURCHASE**

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev 04/09)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

# County of Erie

DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME The Hyland Facility Associates

ADDRESS OF PRINCIPAL OFFICE STREET 25 Greens Hill Ln.

CITY Rutland

AREA CODE \_\_\_\_\_ PHONE \_\_\_\_\_ STATE Vermont ZIP 05702

Check one: CORPORATION \_\_\_\_\_ PARTNERSHIP X INDIVIDUAL \_\_\_\_\_

INCORPORATED UNDER THE LAWS OF THE STATE OF N.Y.

If foreign corporation, state if authorized to do business in the State of New York:

YES \_\_\_\_\_ NO \_\_\_\_\_

TRADE NAMES: \_\_\_\_\_

ADDRESS OF LOCAL OFFICE STREET \_\_\_\_\_

CITY \_\_\_\_\_

AREA CODE \_\_\_\_\_ PHONE \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

NAMES AND ADDRESSES OF PARTNERS:

Casella Waste Management of N.Y., Inc. (90% owner) 58 Clifton Country Rd., Suite 200, Clifton Park, N.Y. 12065

New England Waste Services of N.Y., Inc. (10% owner) 58 Clifton Country Rd., Suite 200, Clifton Park, N.Y. 12065

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# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## ASSIGNMENT OF PUBLIC CONTRACTS

### GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

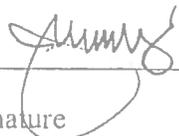
(Rev. 12/01/93)

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033  
 COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035  
 CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187  
 DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043  
 DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043  
 EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052  
 EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057  
 EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233  
 ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223  
 ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059  
 ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227  
 EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006  
 FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061  
 FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227  
 GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070  
 GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072  
 GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072  
 HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075  
 HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075  
 HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080  
 HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080  
 HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075  
 IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059  
 KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223  
 KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223  
 KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217  
 LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218  
 LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085  
 LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086  
 LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086  
 MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102  
 NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001  
 NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205  
 NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111  
 NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111  
 ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127  
 ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127  
 ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127  
 SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134  
 SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150  
 SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212  
 SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226  
 SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227  
 SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139  
 SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140  
 SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141  
 SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228  
 TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150  
 TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150  
 TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815  
 TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217  
 U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225  
 UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223  
 WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211  
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169  
 WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098  
 WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224  
 WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224  
 WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224  
 WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051  
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557  
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569

**Erie County Equal Pay Certification**

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

  
\_\_\_\_\_  
Signature

**Verification**

STATE OF Vermont )

COUNTY OF Rutland ) SS:

A)

John W. Casella, being duly sworn, states he or she is the owner of (or a partner in) President and Secretary of Casella Waste Management of N.Y., Inc. managing partner of The Hyland Facility Associates, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

\_\_\_\_\_, being duly sworn, states that he or she is the Name of Corporate Officer \_\_\_\_\_, of \_\_\_\_\_, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this 27<sup>th</sup>

Day of January, 2016

  
**PATRICIA BELDEN**  
Notary Public, State of Vermont  
My Commission Expires Feb. 10, 2019



County of Erie  
MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

**MBE/WBE COMMITMENT**

The Erie County Legislature enacted Local Law No. 5 requiring a minority and women-owned business utilization commitment by persons or firms contracting with the County of Erie for supplies, materials, equipment, and insurance.

SECTION 1.

A. The supplier of all purchase contracts involving an expenditure of more than ~~\$15,000.00~~ shall take affirmative action to utilize bona fide minority business enterprises (MBE) and women business enterprises (WBE) on all contracts with the County. Affirmative action shall include, but not limited to:

1. Utilizing a source list of MBEs and WBEs, and
2. Solicitation of bids from MBEs and WBEs, and
3. Providing MBEs and WBEs sufficient time to submit proposals in response to solicitations, and
4. Maintaining records showing utilization of MBEs and/or WBEs specific efforts to identify and utilize these companies, and
5. A goal of awarding at least ten percent (10%) of the total dollar value of the contract to MBEs and at least two percent (2%) of the total dollar value of the contract to WBEs or, for those contracts governed by federal or state regulations with respect to MBE and/or WBE hiring the prevailing percentage set forth therein, whichever is higher, subject to waiver as provided below.

B. All bidders must submit, with a bid, a list of all MBEs and WBEs from whom the supplier has solicited bids, or with whom the supplier has signed a binding contractual agreement, or with whom the contractor is presently negotiating an agreement, for the purpose of meeting the MBE and WBE utilization goals provided in subdivision (A) (5) above. A supplier's bid shall not be considered where the supplier fails to submit a list as provided for herein. A supplier's bid shall not be considered where examination of said list of MBEs and WBEs evidences failure by the supplier to comply with the affirmative action requirements provided herein, except that the County may, upon written request by the supplier, grant a complete or partial waiver of the provisions of subdivision (A) (5) where the availability of MBEs and/or WBEs in the market area of the contract is less than the ten percent (10%) MBE goal and two percent (2%) WBE goal.

C. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall submit to the Director or Purchasing, at the bid opening, a schedule for MBE and WBE participation listing the MBEs and WBEs with whom the supplier intends to utilize; specifying the agreed upon price to be paid for such goods and identifying in detail the contract item or items to be supplied by each MBE and WBE. A copy of the participating schedule will be forwarded to the Division of E.E.O. from the Division of Purchasing. Contingent upon a contract award, a letter of intent to enter into a purchase agreement, signed by both the supplier and the MBE and WBE (unless a waiver is requested in one of those categories), indicating the agreed upon price and scope of work, shall be provided.

D. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall provide to the County Division of E.E.O., copies of all the subcontracts and/or purchase agreements with the MBEs and WBEs within fifteen (15) days of contract award.

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUIRED, REGARDLESS OF THE BID AMOUNT.

BID NO.: 216024-002  
 BID DATE: 02/01/2016

### ERIE COUNTY MINORITY/ WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT - PART A

COMPANY: The Hyland Facility Associates  
 AUTHORIZED REPRESENTATIVE: John W. Casella  
 ADDRESS: 6653 Herdman Rd., Angelica, NY 14709  
 TELEPHONE NUMBER: ~~685~~466-7271  
 BID NAME: Pick Up & Disposal of Incinerator Ash

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) to bid on subcontracts for this project.

1. Web search for MBE and WBE using the following address: ny.newnycontracts.com and using the
2. following address: esd.ny.gov/mwbe/certification
- 3.
- 4.
- 5.
- 6.

II. List all bona fide Minority/Women Business Enterprise subcontractors and suppliers solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary )

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
Name: <u>Ricelli Trucking, Inc.</u>	Subcontractor for	<u>\$27.25/ton</u> will be		YES <u>      </u>	
Address: <u>P.O. Box 6401</u>	Hauling Services	paid to Ricelli		NO <u>      </u>	
<u>Syracuse, NY 13217</u>					
Telephone No. <u>315-701-0002</u>					
IRS # <u>NYS WBE Certified #11894</u>					

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

Address: \_\_\_\_\_ NO \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

IRS # \_\_\_\_\_





**TRUCKING AT ITS BEST!**

January 28, 2016

Attn: Tom Colucci  
Casella

Re: Ash Haul

**Hauling Services**

Hauling Ash 1x a week from Buffalo to Hyland

\$27.25 / ton w/ a 28 ton min

Thank you,

Lucille Nicholson

The undersigned represents that he or she is an authorized person to sign this document on behalf of the Customer identified above and contractually bind the Company to the terms stated herein. Invoices issued by Riccelli Trucking, Inc. for the Customer are due within 30 days thereafter. Any invoice amount not paid within 30 days of the date it is issued is subject to an 18% annual finance charge. The proposal of the terms stated herein shall expire unless the Customer signs and returns this document to Riccelli Trucking, Inc. within 90 days from the date this proposal is made. A fuel surcharge of 5% will be applied if the fuel cost goes above \$4.50 per gallon. Please sign the acceptance of the proposal as provided below and return the document by fax at the fax number above.

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

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Confidential Information: Riccelli Trucking, Inc  
PO Box 6401, Syracuse, New York 13217 • ph: 315.701.0002 • fax: 315.458.9690 • www.riccellitrucking.com

**NYS WBE Certified #11894**

Section 5  
Certificate of Insurance

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/27/2016

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 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).

<b>PRODUCER</b> Noyle W. Johnson, Inc. 119 River Street P.O. Box 279 Montpelier VT 05601-0279 <b>INSURED</b> The Hyland Facilities Associates 6653 Herdman Rd  Angelica NY 14709		<b>CONTACT NAME:</b> Dayle Smedy <b>PHONE (A/C, No, Ext):</b> (802) 223-7735 <b>FAX (A/C, No):</b> (802) 223-7515 <b>E-MAIL ADDRESS:</b> dsmedy@nwjinsurance.com <b>PRODUCER CUSTOMER ID #:</b> 00004029	
		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lexin ton Insurance Co. 19437 <b>INSURER B:</b> Old Re ublic Insurance Co. 24147 <b>INSURER C:</b> Steadfast Insuran e Co. 26387 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b>

COVERAGES CERTIFICATE NUMBER: Hyland 2016#1 REVISION NUMBER:

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						
X	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 3,000,000	
A	CLAIMS-MADE X OCCUR	X	082695204	4/30/2015	4/30/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000	
	GEN L AGGREGATE LIMIT APPLIES PER						
X	POLICY PRO-JECT LOC						
	AUTOMOBILE LIABILITY						
X	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000	
B	ALL OWNED AUTOS	X	MWTB305706	1/1/2016	1/1/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$	
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$	
X	HIREN AUTOS						
X	NON-OWNED AUTOS						
X	MCS-90						
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$	
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$	
	DEDUCTIBLE					\$	
	RETENTION					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				X WC STATU-TORY LIMITS OTH-ER	
B	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	MWC30570500	1/1/2016	1/1/2017	E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		EPC3564969-16	4/30/2015	4/30/2016	\$13,000,000 / \$13,000,000	

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

<b>CERTIFICATE HOLDER</b>  County of Erie 95 Franklin Street Buffalo, NY 14202-3967	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Timothy Ayer/AMANDA 
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