

**PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN**, that the Town of Yorktown is seeking proposals from qualified vendors for the Town's Collection and Disposal of Residential Refuse and Recyclable Materials Contract.

Request for Proposals may be obtained at the Office of the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598 during regular business hours.

All completed proposals must be received in the Office of the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY no later than 2:00 pm on March 15, 2017.

The Town Board reserves the right to reject any or all proposal which it deems most favorable to the interests of the Town.

DIANA L. QUAST  
Town Clerk  
Town of Yorktown

**TOWN OF YORKTOWN  
REQUEST FOR PROPOSALS**

**RESIDENTIAL GARBAGE AND RECYCLING COLLECTION**

**GENERAL CONDITIONS**

**Article I – Introduction**

This request for proposals (“RFP”) is issued by the Town of Yorktown, New York (“Town”), which is seeking qualified vendors (“Respondent”) to submit responses to this RFP (“Proposal”) for the Town’s Collection and Disposal of Residential Refuse and Recyclable Materials (“Collection Contract”) for two (2) years from January 1, 2018 to December 31, 2019.

The Collection Contract shall include an option to extend at the same prices for three (3) additional one (1) year terms for a total of five (5) years. The exercise of the option is a Town prerogative, not a contractual right on the part of Respondent. If the Town exercises the option within the time frame prescribed herein, Respondent shall be contractually bound to perform the services for the option period.

Each Proposal must provide complete information and documentation as described in this RFP. The Town will not accept any Proposal sent by telefacsimile transmission or email. Seven (7) copies of the Proposal, with a signed and notarized Non-Collusive Bidding Certificate, must be submitted in a sealed envelope labeled “Collection and Disposal of Residential Refuse and Recyclable Materials Proposal” by 2:00 pm on March 15, 2017 to the following address:

Town of Yorktown  
Attn: Diana L. Quast, Town Clerk  
363 Underhill Avenue  
Yorktown, New York 10598

At the discretion of the Town Board, any Proposal received after the deadline date and time stated above will not be considered and will be returned to Respondent unopened. The Town may waive any minor irregularities in any Proposal when such waiver would be in the best interests of the Town. No Proposal may be withdrawn within ninety (90) days of the submission date.

Respondent assumes the risk of any delay in the mail and the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, Respondent assumes all responsibility for having the Proposal delivered on time and to the place specified above.

The Town will not reimburse any expenses in connection with preparation of any Proposal including attendance at interviews. The Town reserves the right to reject any and all Proposals, to request additional information or clarification from any and all Respondents. Questions or

comments should be directed to Town Clerk Diana Quast or Town Attorney Michael J. McDermott.

The Town expects that the successful Respondent (“Contracting Vendor”) should meet or exceed the qualifications stated herein and fully comply with the terms and conditions of the Collection Contract.

The Contracting Vendor will be required to implement any and all federal, state, county and local laws, statutes, rules, regulations or ordinances as they apply to the scope of work as set forth in the RFP and the ensuing contract if awarded. If there is a change or amendment to any applicable federal, state, county or local laws, statutes, rules, regulations or ordinances after the contract is awarded, the Contracting Vendor will not be entitled in any additional compensation.

Any submitted Proposal is not a competitive bid pursuant to New York State General Municipal Law Section 103, *et seq.* Submission of a Proposal shall not create a contractual obligation with the Town for the scope of services described in this RFP.

**Article II --Request for information or interpretation and/or clarification of the RFP**

No interpretation of the RFP will be made to any person orally by any representative of the Town. Any request for information or interpretation and/or clarification (“RFI”) of the RFP must be addressed in writing to Town Clerk Diana L. Quast at least seven (7) days before the submission date.

Any written response to an RFI shall be issued by the Town Clerk and will be incorporated into and made part of the RFP and will be made available in the same manner and method as the RFP. The Town’s decision shall be final and binding. The failure of Respondent to receive such Addenda will not relieve Respondent of any obligation to submit a Proposal that is compliant with the RFP. Where practicable, any written response to an RFI will be posted on the Town’s Webpage to allow all interested vendors equal access to such information.

Respondent’s failure to request an RFI or to point out any inconsistency therein will preclude such Respondent from thereafter claiming any ambiguity, inconsistency, or error which should have been discovered by a reasonably prudent vendor from asserting any claim for damages arising directly or indirectly therefrom.

**Article III --No Collusion or Conflict of Interest**

Respondent, by signing the Proposal and the Non-Collusive Bidding Certificate, does hereby warrant and represent that the Collection Contract has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York, the County of Westchester, and the Town of Yorktown. Further, such laws have not been violated and shall not be violated as they relate to the procurement or the performance of the Collection Contract by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Town employee, officer or official.

Respondent must disclose with the Proposal the name of any Town officer, employee, or elected official who owns, directly or indirectly, an interest of ten (10) percent or more in Respondent or any of its subsidiaries or affiliates.

#### **Article IV -- Applicability of Freedom of Information to Proposals**

The New York State Freedom of Information Law mandates public access to government records. However, any Proposal submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to Respondent's competitive position or constitute a trade secret. Respondent who has a good faith belief that information submitted in the Proposal is protected from disclosure under the New York Freedom of Information Law shall clearly identify the pages of the Proposal containing such information by typing in bold face on the top of each page "Respondent believes that this information is protected from disclosure under the New York State Freedom of Information Law".

The Town assumes no liability for disclosure of information so identified, provided that the Town has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the Proposal which is accepted by the Town, except portions "Protected from Disclosure," may become part of any agreement resulting from this RFP.

#### **Article V – Summary of RFP**

The Town has a population of approximately 36,000 residents, and covers an area of approximately forty (40) square miles, consisting entirely of suburban or rural areas. The Town has a Refuse and Garbage Tax District under which authority the Town assesses its residents for refuse removal.

In the Town's Refuse and Garbage Tax District there are approximately 10,000 individual service stops consisting of one (1), two (2) and three (3) family homes. In addition, the Fee Simple Ownership Condominium Complexes and Homeowner Association Complexes are listed on Appendix B and Multifamily Common Collection Services Stops are listed on Appendix C.

The Town is located within Westchester County, which has enacted a Source Separation Law requiring that recyclables be source separated for collection. The Town has a contract with Westchester County requiring the Town to dispose of all collected recyclable materials by delivery to a County Recyclables Recovery Facility.

The Town collects bulk trash items and organic yard waste using Town employees and Town equipment. Such items are excluded from this RFP and will not be included as part of the Collection Contract.

For reference, in 2016, the Town collected approximately

11,200 tons of municipal solid waste (refuse),  
1,400 tons of commingled recyclables and  
2,000 tons of pulp recyclables.

In preparation of the Proposals, Respondent shall satisfy by personal inspection and investigation and by such other means as necessary or desirable, as the conditions affecting the scope of work and the cost thereof.

Respondent should before submitting a Proposal carefully examine and understand each component of this RFP which will be included as specifications and material terms of the Collection Contract. These documents set forth the scope of the work and other conditions under which the scope of work will be required to be performed.

This RFP consists of thirty (45) pages including the following documents

General Conditions

Service Specifications

Non-Collusive Bidding Certificate

Option to Extend

Appendix A - Service Stops for Town Buildings

Appendix B - Fee Simple Ownership Condominium Complexes and Homeowner Association Complexes

Appendix C - Multifamily Common Collection Service Stops

Appendix D – Westchester County Holiday Schedule for 2017

Westchester County Source Separation Law

#### **Article VI – Proposal Requirements**

Attached are the Service Specifications that the Respondent must review and use in the development of the Proposal. Each Proposal must contain a detailed description of the manner, means and method by which Respondent will execute the requirements set forth in the RFP. Respondent may propose alternate manner, means and/or methods to accomplish the requirements for the timely and efficient collection and disposal of residential refuse and recyclable materials as set forth in the RFP. The Proposal's level of detail will be critical for the Town to determine not only the seriousness of Respondent, but also whether the Proposal is viable. Respondent should identify a principal member who will be responsible to ensure that Respondent fully complies with the terms and conditions of the Collection Contract.

Each Proposal must be submitted on company letterhead or standard proposal form and must be signed by a principal member in order to be accepted. The signatory's position (e.g. President, Managing Member) must be clearly stated.

## **Article VII - Respondent's Qualifications and Financial Responsibility**

The Town will consider the qualifications of Respondent and may conduct such investigation as it deems necessary to assist in the evaluation of any Proposal. The Town reserves the right to reject any Proposal if the investigation demonstrates, to the Town's sole discretion that Respondent is not properly qualified to carry out the obligations of the RFP.

Respondent must demonstrate sufficient financial resources and professional experience necessary to carry out its Proposal. Each Proposal must also include:

- i.** Respondent's corporate name (including intended form and corporate structure) and Federal EIN;
- ii.** Respondent shall provide audited annual financial statements, a current Dun & Bradstreet report (if available) and/or other such documentation to demonstrate financial responsibility that is acceptable to the Town, including but not limited to proof that Respondent is current with all corporate taxable obligations;
- iii.** Background information on all members of Respondent's management, including the relevant experience of all principal members thereof;
- iv.** Name, address, telephone number and qualifications of all persons who will perform the terms and conditions of the Collection Contract.
- v.** the names and contact information of three (3) to five (5) business/professional references with which they regularly do business;
- vi.** an explanation of Respondent's technical qualifications to complete the scope of work set forth in the RFP;
- vii.** organization, material, equipment, facilities, and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with required delivery or performance schedules, taking into consideration other business commitments;
- viii.** documents demonstrating a satisfactory record of performance and business integrity;
- ix.** documents demonstrating a compliance with requirements for the utilization of small, minority-owned, and women-owned businesses as subcontractors;

- x. A statement from a surety company, duly authorized to do business in New York State and satisfactory to the Town Board, to the effect that said surety company will furnish a bond for Respondent, if awarded the contract. As an alternative, the Proposal may include a statement from a bank, duly authorized to do business in New York and satisfactory to the Town Board, to the effect that the bank will furnish a letter of credit for the Respondent, if awarded the contract. The amount of the amount or the letter of credit shall be the total amount of the value of one full year service of the contract.

Respondent will be required to provide authorized representatives from the Town with full and free access to Respondent's garages and permit inspections of the equipment and vehicles used in performance of the Collection Contract. Such condition shall be applicable to the Contracting Vendor and be a material term and condition of the Collection Contract.

Respondent may submit any additional information to the Town in connection with its Proposal. Respondent may be required, at the sole discretion of the Town Board, to make an oral presentation to the Town Board to clarify or elaborate on its Proposal.

No Proposal will be accepted if Respondent is in arrears upon any debt or in default of any obligation owed to the Town or has failed to satisfactorily perform any prior agreement with the Town.

#### **Article VIII -- Safety and Security**

Inasmuch as the Contracting Vendor will be traversing the streets of the Town in performing its scope of work, safety and security of Town residents are paramount. Each Proposal must demonstrate how appropriate safety and security systems specific to the Proposal will be implemented and maintained.

#### **Article IX -- Assignment Prohibited**

The Contracting Vendor shall not assign, transfer, convey or otherwise dispose of the Collection Contract or any part of it or any monies due and payable under the Collection Contract, without prior written approval of the Town. If such approvals are granted by the Town, they shall in no way relieve the Contracting Vendor or from any obligations under the terms of the Collection Contract.

#### **Article X -- Insurance Requirements**

The Contracting Vendor shall provide at its own cost and expense the following insurance to the Town from insurance companies licensed in the State of New York, carrying a Best's financial rating of "A" or better, which insurance shall be evidenced by certificates and/or policies as determined by the Town.

Each certificate or policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Town Clerk by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the Contracting Vendor and identify the contract number or description. All policies and certificates of insurance shall be approved by the Town prior to the inception of any work.

The specific policies required to be provided by the Contracting Vendor are

- i. Workmen's Compensation: The Contracting Vendor shall evidence compliance with Workers' Compensation Law, or as otherwise directed by the Town.
- ii. Commercial General Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.
- iii. Automobile Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.
- iv. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the Special Requirements of the contract specifications.

If any of the insurance requirements are not complied with at their renewal dates, payments to Contracting Vendor will be withheld until those requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such payments from any monies due the Contracting Vendor.

If at any time any of the foregoing policies shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, Contracting Vendor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof as herein above provided. Upon failure of the Contracting Vendor to furnish, deliver and maintain such insurance as above provided, the contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of Contracting Vendor to secure and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve Contracting Vendor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of Contracting Vendor concerning indemnification.

In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims or any portion thereof,



may be withheld from payment due or to become due Contracting Vendor until such time as Contracting Vendor shall furnish such additional security covering such claims as may be determined by the Town.

**Article X -- Indemnification**

The Contracting Vendor agrees to indemnify and save harmless the Town, its officers, employees, elected officials, and agents from and against all liability, loss or damage the Town may suffer, arising directly or indirectly out of the Collection Contract. The Contracting Vendor further agrees to provide defense for and defend any claims or causes of action of any kind or character directly or indirectly arising out of this Agreement at its sole expense and agrees to bear all other costs and expenses relating thereto. The foregoing provisions shall not be construed to cause Contracting Vendor to indemnify the Town, its officers, elected officials, agents or employees from its or the employee's sole negligence.

**Article XI -- Prevailing Wage Rates And Supplements**

The Contracting Vendor shall, at its own cost and expense, comply with all provisions of the Labor Law (i.e. prevailing rate of wages and supplements), Lien Law, Workmen's Compensation Law and all other laws and ordinances affecting the contract or order, either Federal, State or local.

The Contracting Vendor shall certify the payrolls, which shall be provided to the Town. Additionally, the Contracting Vendor shall maintain the following records:

- i. Record of hours worked by each workman, laborer and mechanic on each day;
- ii. Record of days worked each week by each workman, laborer and mechanic;
- iii. Schedule of occupation or occupations at which each workman, laborer and mechanic on the project is employed during each work day and week;
- iv. Schedule of hourly wage rates paid to each workman, laborer and mechanic for each occupation.
- v. A statement or declaration signed by each workman, laborer and mechanic attesting that they have been provided with a written notice, informing them of the prevailing wage rates and supplements requirement for the contract.

**Article XII – Selection Criteria**

The Town reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals, to undertake discussions and modifications with one or more of the Respondents and

to proceed with a Proposal or modified Proposal, if any, which in its judgement will under all circumstances serve the public interest.

The Town will use the following criteria, in no order of importance, as a guideline to review each Proposal, if appropriate, to select a Contracting Vendor:

- Respondent's demonstrated experience to carry out its Proposal;
- Respondent's financial strength;
- a satisfactory record of performance and business integrity, including compliance with prevailing wage laws;
- Potential financial benefit to the Town based on a cost/benefit analysis of the Proposal; and
- The level of detail and credibility of the Proposal, including evaluation the key personnel who will be carrying out the scope of work.

### **Article XIII – Contract**

After selection of the Contracting Vendor, and following contract negotiations, a formal written contract will be prepared by the Town and will not be binding until all necessary legal approvals have been obtained and the contract has been signed by both parties and approved by the Yorktown Town Board. Within ten (10) days of receipt, the Contracting Vendor must sign and return the executed contract to the Town with all the required documents.

NON-COLLUSIVE BIDDING CERTIFICATION

This Non-Collusive Bidding Certificate is made pursuant to Section 103-d of the General Municipal Law of the State of New York. By submission of this Proposal, Respondent and each person signing on behalf of Respondent certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent or with any competitor. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by Respondent and will not knowingly be disclosed by Respondent prior to opening, directly or indirectly, to any other Respondent or to any competitor.

No attempt has been made or will be made by Respondent to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition. A Proposal shall not be considered for award nor shall any award be made where the above statements have not been complied with; provided, however, that if in any case Respondent cannot make the foregoing certification, Respondent shall so state and shall furnish with the Proposal a signed statement which sets forth in detail the reasons therefore. Where any of the above statements have not been complied with, the Proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

Respondent:

\_\_\_\_\_  
(Legal name of person, firm or corporation)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
(Title)

State of New York )  
Town of \_\_\_\_\_)ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Notary Public)

**TOWN OF YORKTOWN**

**Collection and Disposal of Residential Refuse and Recyclable Materials Contract**

**OPTION TO EXTEND THE TERM OF THE CONTRACT**

- A. Town shall have the unilateral option of extending the Contract that would be awarded pursuant to this Request for Proposals for three (3) additional one (1) year extensions on the same terms and conditions as are contained in the Contract at the time said options is exercised.
- B. Said option shall be exercised by written notification from Town not less than thirty (30) calendar prior to the expiration of the Contract.
- C. Bidders are cautioned that the exercise of the option is a Town prerogative, not a contractual right on the part of Vendor. If the Town exercises the option within the time frame prescribed herein, Vendor shall be contractually bound to perform the services for the option period.

\_\_\_\_\_  
Vendor Signature

**TOWN OF YORKTOWN  
REQUEST FOR PROPOSALS**

**RESIDENTIAL GARBAGE AND RECYCLING COLLECTION**

**SERVICE SPECIFICATIONS**

**Article I – Definitions**

Approved Refuse Container –

1. For Curbside Service, each individual residential home must have curbside collection at least once a week from an approved Refuse container. Contractor must recommend the style, size, gallon capacity and maximum weight of the receptacles. The Contactor must recommend whether Contractor will provide such receptacle or the resident. If the resident will be required to supply such receptacles Contractor must state the cost to the residents.
2. For Containerized Service provided to Multi-family complexes, steel Multi-family Waste Receptacles are to be provided by Contractor. Roll-off waste receptacles are excluded.

Approved Recyclable Material Container<sup>1</sup> – Residents have already been issued containers for once a week dual stream recycling collection which are either fourteen (14) gallon or eighteen (18) gallon containers. Some residents have obtained at their own cost recycling collection containers which are not more than twenty (20) gallons. For Containerized Service provided to Multi-family complexes large bins labeled and used solely for Recyclables must be provided by Contractor.

Bulk Solid Waste- Solid waste which is too large or too heavy to place in an Approved Refuse Container or an Approved Recyclable Material Container.

Commingled Recyclables – As per the Westchester County Code Chapter 825, as amended from time to time, containers that held food, beverages or soapy cleaners made of glass, plastics, metal, or wax cardboard. A copy Westchester County Code Chapter 825 is attached.

Containerized Service –collection of Refuse from a Multi-Family Waste Receptacle. Any and all containers must fit inside of existing storage facilities at each site.

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<sup>1</sup> Throughout these Service Specifications “Approved Refuse Container” and “Approved Recyclable Material Container” may be referred collectively as “Approved Containers”.

Curbside Service- collection of Refuse from the street or Town right-of-way in front of a home in a development or on a street that does not have a Town-approved Multi-Family Common Collection Area.

Multi-Family Common Collection Area – a location approved by the Town for residential Refuse and Recycling collections, which location serves a multi-family development.

Multi-Family Waste Receptacle - a steel frontloader or rearloader waste receptacle of two to six cubic yard capacity with hinged covers.

Pulp – Pulp and grey or corrugated cardboards

R&R – The Town’s Refuse and Recycling Department

Refuse – Refuse (i.e., food, wrapping, miscellaneous household items generated in residential homes on a daily basis excluding yard waste, Recyclables, construction & demolition debris and bulk trash) or Solid Waste, and other material resulting from residential dwellings or Town-owned buildings or facilities other than those defined as Recyclables, Bulk Solid Waste, Biomedical Waste or Organic Yard Waste (e.g. accumulations of grass, shrubbery cuttings, leaves, tree branches, and other materials resulting from the care of residential landscaping.) Recyclables excluded from the definition of Refuse (municipal solid waste) are the following, which Contractor shall have no obligation to accept or process (herein the “excluded wastes”): any radioactive, volatile, highly flammable, explosive, toxic, biomedical, or hazardous material or any other waste or material not meeting the requirements of this contract. The term “hazardous material” shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or and the State of New York. However, it is reasonable to expect that there is a chance of accidental mixing of excluded waste with the normal Refuse stream. Contractor must be prepared to deal with such situations. The Town must be contacted immediately if Contractor finds such material.

Recyclables - all Refuse requiring source separation and recycling in the Westchester County Code, Chapter 825, as it may be amended from time to time.

Service Stop- each location where residential Refuse and Recyclables are lawfully deposited by residents residing within the Yorktown Refuse and Garbage District for collection, including individual curbside stops and multi-family common collection areas.

Municipal Stops- stops set forth in Appendix A herein consisting Town-owned buildings and facilities.

Special Services –driveway or backdoor collection, contracted for separately between resident and Contractor.

**Article II – Specifications for work to be performed**

COLLECTION. The Contractor shall collect Refuse and Recyclables from Town residents in the Yorktown Garbage and Refuse District as follows:

A. LOCATION OF SERVICE STOPS:

1. Curbside Collection on streets and developments where there is no Town -approved Multi-Family Common Collection Area (includes Fee Simple Ownership Condominium Complexes and/or Homeowner Association Complexes as listed on Appendix B.
2. Containerized Service: Collection from Multi-Family Common Collection Stops designated for condominium, cooperative, and rental apartment complexes, as listed on Appendix C.
3. Town Buildings listed on Appendix A.

B. FREQUENCY OF REFUSE COLLECTION

1. OPTION # 1 - Two times per week
2. OPTION # 2 - One time per week
3. Option # 1 or #2 shall be selected by the Town upon the contract award. Proposals shall provide a price for each option.
4. Refuse collection days must be separated in time by at least forty-eight (48) hours.

C. FREQUENCY OF RECYCLABLES REMOVAL

1. One time per week.

D. SOURCE SEPARATION

1. Pulp Recyclables and Commingled Recyclables shall be kept separate during collection, transport and disposal.
2. Vehicles used for collection of Recyclable Materials may include those vehicles with “open” collection body with secure canopies to avoid litter as well as “split packers”.
3. Contractor shall cause its employees to understand and assist in the enforcement of the Westchester County Source Separation Law.

E. SERVICES TO BE PROVIDED:

1. Containerized Service

Contractor shall provide Multi-Family Waste Receptacles at no additional cost to property owners, and shall promptly replace damaged covers or receptacles. Multi-Family Waste Receptacles shall be emptied at least twice per week and returned to their enclosure area, if any. Multi-Family Waste Receptacles provided by Contractor must fit existing enclosures constructed and maintained by the multi-residential complex.

2. Special Services

Contractor shall make special services available to any property owner requesting same upon payment by of the charge thereof by the property owner to Contractor which charge shall not exceed the maximum fees for Special Service set forth by the Bidder in its Proposal. Note: this excludes the collection of bulk trash.

F. RECORD-KEEPING:

1. Contractor shall submit to R&R on a monthly basis a report indicating by weight the amount of Refuse, Pulp Recyclables and Commingled Recyclables collected under this Contract for the preceding month. Copies of tipping receipts must be included.



2. Contractor shall keep a daily log of quantities of both Refuse and Recyclables picked up and dumped and furnish same to Town. Recycling logs should specify quantities of Pulp separately from Commingled Recyclables.
3. By December 1<sup>st</sup> of the preceding year, Contractor shall provide to the R&R office a schedule to guarantee exact days of service, including holiday make-up service to insure the required number of collections per week. Such schedule shall also indicate the rates for special services and the method Contractor intends to provide for receiving and attending to all complaints. Contractor will also be responsible for outreach to residents including outreach for holiday schedule changes. The schedule will be subject to approval by the Town Board.

#### G. STANDARDS

1. Contractor shall only collect Refuse and Recyclable Materials placed in Approved Refuse Containers and Approved Recycling Containers.
2. Hours: Collection of Refuse and Recyclables shall be made in residential areas beginning no earlier than 6:00 A.M. and ending no later than 8:00 P.M. There shall be no collection service on Sundays, except in time of emergency or to maintain schedules due to holidays between the hours of 9:00 A.M. until 5:00 P.M. Collection of Recyclables shall not commence in residential areas before 6:00 A.M. and can be delivered no later than 5:00 P.M. to the Westchester County Recyclable Material Transfer Station, also known as Northern Tier Transfer Station, on 167 Roa Hook Road, Town of Cortlandt Manor, New York. Holiday schedules must follow the Westchester County holiday schedule (Holiday Schedule for 2017 attached as Appendix D. The Contractor will be required to obtain Westchester County's 2018 Holiday Schedule when it becomes available.)
3. Spillage and Litter: Contractor shall not litter premises in the process of making collections, but shall not be required to collect any waste material that has not been placed in an Approved Containers or in a manner consistent with the Yorktown Code. During hauling, all Refuse shall be contained, tied or closed so that leaking, spilling or blowing out of trucks or containers is prevented. Canopies must cover the entire frame of cargo area, must be closed with no gaps or holes, and tied tightly. Frame and canopy must cover the full sections while collection continues. Every vehicle used by Contractor for removal or transportation of Refuse or Recyclables shall carry at least one (1)

shovel and one (1) broom, and any other equipment which may be necessary for keeping the vehicle clean and for cleaning the area in which such debris is collected.

4. In the event of spillage by Contractor, Contractor shall promptly clean up the litter. Contractor is not required to clean up Refuse spilled prior to collection. Chronic problems with spilled Refuse shall be referred by Contractor to the R&R.
5. Collection Location: All Refuse and Recyclables shall be placed by residents at a location prior to scheduled collection that is readily accessible to Contractor's personnel. Approved Containers shall be placed at a single collection point. Approved Containers must be removed from curbside enclosures by the individual homeowners or maintenance staff at Multi-Family Complexes (See Appendix C) by 6:00 am.
6. There shall be an advertised holiday makeup service to insure the required amount of pickups per week. Contractor must follow the Westchester County holiday schedule. In the event that Contractor's schedule is not the same as the County, the County schedule shall control. Contractor solely will pay for special opening at the County location in the event that Contractor chooses to deliver on days requiring special opening.
7. Contractor shall replace all single-family home Approved Containers back on to the owner's property in orderly fashion with lids on and in the same location they were placed by the owner prior to pickup..
8. Contractor shall not be required to, but may pick up Refuse and Recyclables on legal holidays up to 8 P.M. The Town will not pay County holiday or Saturday tipping fees.
9. Employees of Contractor shall not be required to expose themselves to dangerous or vicious dogs in order to perform their duties hereunder. All such incidents must be immediately reported to R&R and the Town's Police Department.
10. Contractor shall collect Refuse and Recyclables with as little noise as possible. Approved Containers shall be thoroughly emptied and left at the premises where they are found with lids securely fastened. Under no circumstances, shall collected Refuse or Recyclables be left on Town roads.

11. The work of Contractor shall be performed in a prompt, proper and workmanlike manner, satisfactory to the Town and subject to all laws of the Town and all other applicable rules, regulations and ordinances.
12. If due to unsuitable weather or any other unforeseeable obstacle, Contractor fails to furnish the collection on the scheduled days, Contractor will proceed to the next day's route and, in addition to that, must complete what was left over from the preceding day. In other words, under no condition must a route be more than twenty-four (24) hours overdue from the schedule, provided that the roads are passable. If roads are impassable, as determined by the Town Highway Superintendent or his/her designated representative, the routes will be completed as soon as possible after road clearing. The Town's collection service will not be inconvenienced for any other community.
13. If Contractor finds impassable road conditions, Contractor shall immediately notify the R&R and Town Highway Superintendent. If Town clears the road within one (1) hour of notification, then Contractor shall complete collections on the same day.
14. Contractor shall establish and maintain an office having a local phone number where service may be applied for and complaints can be made. It shall be equipped with at least three (3) telephone lines, shall have a responsible person in charge during collection hours, and shall be open during normal business hours 8:30 A.M. to 5:00 P.M., Monday through Friday. A telephone answering service or answering machine capable of recording customer requests, complaints and questions shall operate twenty-four (24) hours per day, seven (7) days per week. Contractor shall provide means to correct a reported missed pickup each weekday until 4:30 P.M. Contractor shall keep a written log of all complaints and the action taken on any complaint. Contractor must designate one primary person to follow up on all complaints within one business day.
15. Disposal of collected materials:
  - (i) Municipal Solid Waste: Contractor shall dispose of all acceptable Refuse collected under this Contract at The Charles Point Resource Recovery Facility (Wheelabrator) in Peekskill, pursuant to the Inter-municipal Solid Waste Agreement between the Town and the County of Westchester. In the event that disposal of Refuse collected under this Contract cannot be made at the Resource Recovery Facility due to operation factors associated with the facility or amendment of the Inter-municipal Solid

Waste Agreement, Contractor shall comply with such direction as it receives from the Town Board.

(ii) Recyclables: Contractor shall dispose of all Recyclables collected under this Contract to the Westchester County Recyclable Material Transfer Station, also known as Northern Tier Transfer Station, on 167 Roa Hook Road, Town of Cortlandt Manor, New York, unless otherwise directed by the Town. When making deliveries, all trucks must weigh in and weigh out after dumping each type of Recyclable, i.e. Pulp and commingled items. The County may elect to collect Recyclables from these containers and deliver them to the County MRF in Yonkers. Should this happen, Contractor may no longer dispose of Recyclables at Northern Tier Transfer Station, and must deliver them to containers and locations as directed by the Town. Title to Recyclables shall be vested in the Town and any payments related to handling or sale of same shall be between the Town and Northern Tier Transfer Station.

(iii) Mixing. Contractor will insure that there is no mixing of Yorktown Solid Waste or Recyclables collected pursuant to this Contract with other solid waste or Recyclables, in collection or transportation vehicles or elsewhere, before being deposited at the above-mentioned solid waste facility. Contractor will also insure that there is no intermixing of Recyclables collected pursuant to this Contract with any other Recyclables, in collection or transportation vehicles or elsewhere, before being deposited at the above-mentioned Recyclables facility. Contractor and Town recognize that when mixing occurs the actual damages suffered by Town are often uncertain and difficult to ascertain or prove; therefore, should the Town determine that Contractor mixing Yorktown's collected waste with that of another entity, submitted false tonnage slips or collected material not covered by this Contract, or attempted to do so, or in any other manner violating the terms of this agreement, then the Town may, at its option, terminate this Contract in its entirety, extinguishing all rights and obligations there under and retain any and all performance or other security bonds or money, or call any letters of credit, as liquidated damages. At Contractor's request, the Town in its sole discretion may allow Contractor to cure any breach or violation described in this paragraph and forestalls termination of the Contract by making payment to the Town of \$10,000 per incident of violation.

#### 16. Routes and Schedules:

Contractor shall provide the Town with schedules of collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, Contractor shall so notify each customer affected in a manner approved by the Town, including, but not limited to by mail and news media at least sixty (60) days prior to the change. Contractor shall track the progress of its trucks in real time via GPS to ensure compliance with routes and schedules and shall share the GPS tracking data with the Town.

17. Contractor's Personnel:

- (i) Contact person: Contractor shall assign, and maintain at all times a qualified person or persons in charge of the operations in the Town, and shall give the name or names to the Town upon request.
- (ii) Contractor's collection employees shall wear a clean uniform bearing the company's name.
- (iii) Each employee shall, at all times, carry a valid driver's license for the type of vehicle being driven.
- (iv) The Town may request the removal from work under this Contract any employee of Contractor who violates any provision hereof, or who is reckless, negligent, or discourteous in the performance of its duties.
- (v) Contractor shall provide operating and safety training for all personnel on a regular basis and provide the Town with proof of such training.
- (vi) Wages of all employees of Contractor shall meet all requirements of New York State Labor Law. No person shall be denied employment by Contractor for reasons of race, color, religion, gender or national origin.

18. Contractor's Equipment:

- (i) Contractor shall furnish at its own cost and expense the necessary labor, equipment, Multi-Family Waste Receptacle where needed, Town buildings and facilities, and all other necessary appurtenances as shall permit Contractor, adequately and efficiently, to perform its duties hereunder. Multi-family complexes should not be paying Contractor for additional or replacement containers.

(ii) All equipment shall be maintained in good, workable condition. Satisfactory proof of continued maintenance shall be presented to the Town upon request. Vehicles must be equipped with metal bodies or bodies securely lined with metal and with closely fitted metal covers, so as to prevent the escape of any liquids, Refuse or other articles being carried therein, and shall meet all standards of the Board of Health at all times. Vehicles must be cleaned on a weekly basis.

(iii) Contractor shall collect Recyclables in a two or split compartment vehicle that allows for Pulp Recyclables to be collected in the same vehicle as Commingled Recyclables, yet separated. The compartments for separation of the Pulp Recyclables and Commingled Recyclables shall be adjustable. Vehicles shall be equipped to dump Pulp Recyclables separate from Commingled Recyclables and vice-versa. Compacting trucks may be used for Pulp Recyclables. Contractor will also be responsible for the clean-up of broken glass spilling out of any drainage holes. Recyclables.

(iv) Every vehicle used by Contractor in the performance of this contract shall be equipped in compliance with federal and state standards, and shall contain an alarm that is activated when the vehicle is in reverse gear. All equipment of vehicles shall conform to all State and Federal safety and emission standards.

(v) Every vehicle used by Contractor in the performance of the Contract shall be equipped with real-time GPS vehicle tracking equipment to allow Contractor and the Town to monitor the progress of the vehicles and ensure compliance with routes and schedules.

(vi) All equipment and vehicles must be kept at all times in a sanitary condition and the judgment of the Town or its agent shall be binding in this regard. Vehicles used for collection of Recyclables must be fully enclosed by a metal-framed canopy whenever in motion; a tarpaulin cover is not acceptable.

19. Upon failure of Contractor to remove any item that this Contract specifies or upon its failure to return for cleanup of any spillage or failure to fulfill any other requirement of this Contract, Contractor shall be given twenty-four (24) hours' notice to correct the situation, and if it is not corrected within twenty-four (24) hours, Contractor will be charged an amount not to exceed One

Thousand Dollars (\$1,000.00) per breach in any one (1) day, as liquidated damages since it is impossible for the parties to accurately determine the amount of actual damages which will be incurred. Such cost shall be deducted from any money due or which may become due Contractor. Unresolved disputes between Contractor and the Town residents shall be decided by an official or employee designated by the Town. Contractor must have a listed telephone connection in its office.

20. Notwithstanding the provisions of paragraph 12 above, if at any time Contractor fails to perform the work in complete accordance with these Specifications, or if Contractor performs the work in an unsatisfactory manner, or if Contractor abandons the work, the Town Board shall have the right and power by resolution to terminate the Contract at once by mailing a copy of said resolution certified by the Town Clerk to the principal place of business of Contractor within forty-eight (48) hours of the passage of such resolution. Such mailing shall be by certified mail, return receipt requested.
21. There shall be no assignment or subcontracting of the Contract nor of any part thereof, nor of any interest therein, without the prior written consent of the Town.
22. Contractor does not gain ownership of Refuse and Recyclable Materials collected under this Contract.
23. Enforcement of Current and Future Source Separation and Recycling Laws:
  - (i) The Code of the County of Westchester provides that Pulp Recyclables and Commingled Recyclables shall not be intermingled with household Refuse and must be separated out and placed in approved Recyclable Containers.
  - (ii) Contractor agrees to use its best efforts in assisting the Town in enforcing all recycling laws and any recycling laws that may be enacted. Contractor further agrees, *inter alia*, that it will abide by County regulations and laws which may require Contractor to reject for collection, at the sole discretion of the Town, household Refuse in which recyclable material have been intermingled and affix Reminder Stickers to such rejected household Refuse or to reject improper Recyclables (especially including 5-gallon pails, toys, plastic bags) not in compliance with Town Code and affix Reminder Stickers to such rejected recyclable material or yard waste.

**APPENDIX A**

**TOWN OF YORKTOWN**

**SERVICE STOPS FOR TOWN BUILDINGS**

**Refuse & Recyclables:**

**Town Hall -- 363 Underhill Avenue**

**Highway Department -- 281 Underhill Avenue**

**Yorktown Community & Cultural Center -- 1974 Commerce Street**

**Sewer Treatment Plant -- 2200 Greenwood Street**

**Court / Police -- 2281 Crompond Road**

**J.C. Hart Library -- 1130 East Main Street, Shrub Oak**

**Water Department -- 1080 Spillway Road, Shrub Oak**

**Downing Park -- 2881 Crompond Road**

**Legacy Ballfield -- Strang Blvd./Woodlands Drive**

**Parks and Recreation Department -- 176 Granite Springs Road**

**Recyclables *only*:**

**Refuse and Recycling Department -- 2279 Crompond Road**

**Parks & Recreation Department -- 176 Granite Springs Road**

**Yorktown Fire Company -- Commerce Street**

**Jefferson Valley Fire Company -- Lee Blvd**



**APPENDIX B**

TOWN OF YORKTOWN

FEE SIMPLE OWNERSHIP CONDOMINIUM  
AND HOMEOWNERS ASSOCIATION COMPLEXES

<b>COMPLEX</b>	<b>ADDRESS</b>	<b>KITCHEN REFUSE</b>	<b>RECYCLING</b>	<b>RECEPTACLE WITH PAILS <i>(pulled out prior to pick up)</i></b>	<b>INDIVIDUAL CURBSIDE</b>
Bridle Ridge	Curry/Poplar	M&Th	Tuesday		Individual curbside collection
*Glassbury Court	Catherine Street	Tu/F	Thursday		Individual curbside collection
Huntersbrook Condo	Route 132	M/Th	Friday		Individual curbside collection
Mogul Park Co-op	Off Amazon Road	Tu/F	Monday		Individual curbside collection
Ponderosa	Adela Court	M&Th	Tuesday		Individual curbside collection
Wood II Condos	Rochambeau Drive	M/Th	Thursday		Individual curbside collection

**APPENDIX C**

**TOWN OF YORKTOWN**

**MULTIFAMILY COMMON COLLECTION  
SERVICE STOPS**

**Estimates only and subject to change**

<b>COMPLEX</b>	<b>ADDRESS</b>	<b>KITCHEN REFUSE</b>	<b>RECYCLING</b>	<b>ENCLOSURE/CORRAL WITH PAILS <i>(pulled out prior to pick up)</i></b>	<b>MULTI-FAMILY WASTE RECEPTACLE<sup>2</sup></b>
Ansonia Lodge	1860 East Main Street	M/Th	Monday		One (1) dumpster
Beaver Ridge Apartments	Allan Avenue	Tu/F	Thursday	Same enclosure w/ 6 recycling pails	One (1) site w/ two (2) dumpsters
Canterbury Crossing	Route 132	M/Th	Friday	Same enclosure with recycling pails	Seven (7) enclosed sites each w/ one (1) dumpster
Cedar Pond	Garden Lane	Tu/F	Thursday	Four receptacles sites w/pails	
Coach N Four Apartments	East Main Street	M/Th	Friday	Same enclosure with recycling pails	Four (4) enclosed sites each w/ one (1) dumpster
Court Yard	3675 Old Yorktown Rd.	Tu/F	Friday	Two (2) receptacles sites w/pails	
Crompond Crossing	Old Crompond Road	Tu/F	Thursday		Three (3) Enclosed Sites each with one (1) dumpster

<sup>2</sup> A steel frontloader or rearloader waste receptacle of two (2) to six (6) cubic yard capacity with hinged covers.

<b>COMPLEX</b>	<b>ADDRESS</b>	<b>KITCHEN REFUSE</b>	<b>RECYCLING</b>	<b>ENCLOSURE/CORRAL WITH PAILS</b> <i>(pulled out prior to pick up)</i>	<b>MULTI-FAMILY WASTE RECEPTACLE<sup>2</sup></b>
Gateways Apartment	East Main Street	Tu/F	Friday	One long receptacle site w/pails	
High Meadow Condos	Hill Blvd	M/Th	Tuesday	Six (6) receptacle sites w/pails	
Horn Circle	Off Rt. 6	M/Th	Monday		One (1) dumpster
Jefferson Woods Apartments	Strang Blvd	M/Th	Friday	One (1) receptacle site for recyclables	Two (2) sites each w/ three (3) dumpsters
Jefferson Village:	Hill Blvd.	M/Th	Tuesday	Receptacles w/ ~ 4 pails <i>(removed prior to pick up by condo)</i>	
	Condo I	M/Th	Tuesday	Seven (7) sites	
	Condo II	M/Th	Tuesday	Ten (10) sites	
	Condo III	M/Th	Tuesday	Eight (8) sites	
	Condo IV	M/Th	Tuesday	Five (5) sites	
	Condo V	M/Th	Tuesday	Five (5) sites	
	Condo VI	M/Th	Tuesday	Five (5) sites	
	Condo VII	M/Th	Tuesday	Nine (9) sites	
	Condo VIII	M/Th	Tuesday	Six (6) sites	
	Condo IX	M/Th	Tuesday	Six (6) sites	
	Condo X	M/Th	Tuesday	Five (5) sites	
	Condo XI	M/Th	Tuesday	Seven (7) sites	
Kensington Estates	East Main St.	Tu/F	Monday	Four (4) receptacle sites w/pails	
The Landing (formerly known as New Chalet Condos)	Lexington Avenue	Tu/F	Monday	Four (4) receptacle site for recyclables	Four (4) enclosed sites each w/ one (1) dumpster
Lakeside Colony Condos	Off Route 6	Tu/F	Monday	Ten (10) receptacle site for recyclables	Sixteen (16) enclosed sites each w/ one (1) dumpster
Maple Brook	Strang Blvd.	M/Th	Friday	Four (4) receptacle sites w/pails	

<b>COMPLEX</b>	<b>ADDRESS</b>	<b>KITCHEN REFUSE</b>	<b>RECYCLING</b>	<b>ENCLOSURE/CORRAL WITH PAILS</b> <i>(pulled out prior to pick up)</i>	<b>MULTI-FAMILY WASTE RECEPTACLE<sup>2</sup></b>
Mohegan Woodlands Co-op	Baker Street	Tu/F	Monday		One (1) dumpster
Old Yorktown Village	Lexington Avenue	Tu/F	Monday	Three (3) receptacle site for recyclables	Three (3) enclosed sites each w/ (1) dumpster
Overlook Commons	Rochambeau Drive	M/Th	Thursday	Four (4) receptacle sites w/pails	
Scenic View Condos	Rochambeau Drive	M/Th	Thursday	Three (3) receptacle sites w/pails	
Surrey Court	(Rt. 6N) East Main Street	M/Th	Friday		One (1) enclosed site
Trump Park	Barger Street	M/Th	Friday		One (1) enclosed site
Underhill Apartments	Railroad Avenue	Tu/T	Thursday	One (1) site w/pails for recycling	Two (2) sites w/ one (1) dumpster
Villas-on-Lake Condos	Off Route 6	Tu/F	Monday	Three (3) receptacle sites w/pails	
Wynwood Oaks Apartments	East Main Street, Shrub Oak	Tu/F	Monday		Two (2) sites enclosed
York Farm Estates Apartments	Baldwin Road	Tu/F	Thursday		One site: One (1) paper dumpster; One (1) trash dumpster; Pails for commingled

COMPLEX	ADDRESS	KITCHEN REFUSE	RECYCLING	ENCLOSURE/CORRAL WITH PAILS <i>(pulled out prior to pick up)</i>	MULTI- FAMILY WASTE RECEPTACLE <sup>2</sup>
York Ridge Apartments	Rochambe au Drive	M/Th	Thursday	Four (4) receptacle site for recyclables	Five (5) sites each w/two dumpsters

**APPENDIX D**

**WESTCHESTER COUNTY HOLIDAY SCHEDULE**

**2017**

<b>Holiday</b>	<b>Date</b>	<b>Day Observed</b>
New Year's Day	Sunday, January 1	Monday, January 2
Martin Luther King Jr.'s Birthday	Monday, January 16	Monday, January 16
Presidents' Day	Monday, February 20	Monday, February 20
Memorial Day	Monday, May 29	Monday, May 29
Independence Day	Tuesday, July 4	Tuesday, July 4
Labor Day	Monday, September 4	Monday, September 4
Columbus Day	Monday, October 9	Monday, October 9
Election Day	Tuesday, November 7	Tuesday, November 7
Veterans Day	Saturday, November 11	Friday, November 10
Thanksgiving Day	Thursday, November 23	Thursday, November 23
Thanksgiving Friday	Friday, November 24	Friday, November 24
Christmas Day	Monday, December 25	Monday, December 25

Chapter 825 - SOURCE SEPARATION<sup>[1]</sup>*Footnotes:**--- (1) ---**Cross reference— Solid Waste Agency, Ch. 463; solid waste and recyclables collection licensing, Ch. 826.**State Law reference— Mandatory source separation, General Municipal Law, § 120-aa; state solid waste management, Environmental Conservation Law, Art. 27.*

## ARTICLE I. - SHORT TITLE AND STATEMENT OF PURPOSE

## Sec. 825.01. - Short title.

This shall be known as the "Westchester County Source Separation Law."

(Added by L.L. No. 4-1992)

## Sec. 825.11. - Purposes.

The purpose of this chapter is to promote the general health, welfare and safety of citizens of Westchester County, to protect the environment and to manage the solid waste stream in Westchester County. This legislation is intended to implement existing state solid waste management policy, as declared in Title 1 of Article 27 of the New York State Environmental Conservation Law, under which the County has been designated as the official planning unit for all the solid waste generated and collected within its borders. This chapter is an essential element of Westchester County's state-approved solid waste management plan. The reporting requirements of this chapter will permit the County to have informational feedback to assess the effectiveness of its state-approved solid waste management plan and to develop any necessary future solid waste management options. In addition, this chapter is for the purpose of reducing the need to dispose of solid waste generated in this County through incineration or landfilling by maximization of recycling and to comply with New York State General Municipal Law section 120-aa.

(Added by L.L. No. 4-1992)

## ARTICLE II. - APPLICABILITY

## Sec. 825.20. - Applicability.

This chapter shall apply to every waste generator, hauler, recyclables broker and municipality within the County of Westchester.

(Added by L.L. No. 4-1992)

## ARTICLE III. - DEFINITIONS

## Sec. 825.30. - Definitions.

Unless otherwise expressly stated or unless the context or subject matter specifically requires a different meaning, the meanings of the following terms which are used in this chapter shall be as follows:

1. County means the County of Westchester.
2. Commissioner means the Commissioner of Environmental Facilities of the County of Westchester or his duly authorized representative.
3. Construction and demolition debris or (C&D) means uncontaminated solid waste resulting from the construction, remodeling, repair and demolition of structures and roads, and uncontaminated solid waste consisting of vegetation resulting from land clearing and grubbing, utility line maintenance and seasonal and storm-related cleanup. Such waste includes, but is not limited to, bricks, concrete and other masonry materials, soil, rock, wood, wall coverings, plaster, drywall, plumbing fixtures, non-asbestos insulation, roofing shingles, asphaltic pavement, glass, plastics that are not sealed in a manner that conceals other wastes, electrical wiring and components containing no hazardous liquids, and metals that are incidental to any of the above.
4. Hauler means any person, excluding municipalities, the County and any County district, including, but not limited to, Refuse Disposal District No. 1 and all County sewer and water districts, who, for a fee or other consideration, collects, stores, transfers, transports or disposes of solid waste, recyclables or construction and demolition debris that is generated or originated within the County or brought within the boundaries of the County for disposal, storage, transfer or processing.
5. Municipality shall mean the towns, villages and cities located within Westchester County.
6. Person shall mean any individual, firm, company, association, society, corporation, partnership, copartnership, joint-stock company, trust, estate, governmental entity or any other legal entity or legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural, where indicated by context.
7. Recycle means any method, technique or process utilized to separate, process, modify, convert, treat or otherwise prepare solid waste so that its component materials or substances may be beneficially used or reused.
8. Recyclables means the following materials:
  - (a) Newsprint: Newspapers as purchased, including any glossy inserts.
  - (b) High-grade paper: Includes high quality paper such as letterhead, copier paper, typing paper, tablet sheets, computer printout paper, and all paper of similar quality. This term shall not include carbon paper, selfcarbonizing paper, coated or glossy paper, envelopes with windows



or adhesive labels. Residential waste generators are permitted to commingle high-grade paper with newsprint; however, nonresidential waste generators are required to separate high-grade paper from newsprint.

- (c) Glass: Glass jars, bottles and containers of clear, green or amber (brown) color, used to store food or beverages only, which must be empty and rinsed clean. This term excludes ceramics, window or automobile glass, mirrors and light bulbs.
  - (d) Metals: All ferrous and nonferrous food and beverage containers, including steel, aluminum and bimetal, which shall be empty and rinsed clean.
  - (e) Bulk metals: Large metal fixtures and appliances, including white goods such as washing machines, refrigerators, etc. This term excludes metal containers utilized to store flammable or volatile chemical materials, such as fuel tanks.
  - (f) Plastics: All plastics with resin identification codes 1 through 7, including food, beverage, detergent and shampoo containers and caps, which shall be empty and rinsed clean. This term excludes all plastic film (e.g., dry cleaning bags, and packaging materials), plastic bags, vinyl, all large rigid plastics (e.g., toys, pools, and furniture), non-coded small rigid plastics (e.g., toys, clothing hangers, tableware, and utensils), plastic foam materials (e.g., hot beverage cups, trays, and packaging materials), containers that held potentially hazardous materials (e.g., motor oil, solvents, and pesticides), and building materials (e.g., piping, and bathroom and kitchen fixtures).
  - (g) Yard waste: Leaves collected during the fall only.
  - (h) Vehicular batteries: Lead-acid batteries used in automobiles and heavy equipment; excludes household batteries (e.g., for flashlights, radios, cameras, etc.).
  - (i) Used motor oil: The type used in gasoline and diesel vehicle and equipment engines, delivered in an uncontaminated container.
  - (j) Cardboard including corrugated cardboard containers, which must be cleaned of excessive amounts of contaminants such as adhesives, metals and plastics; cereal boxes, tissue boxes, paper towel rolls or any other noncorrugated materials made from cardboard.
9. Recyclables broker means any person, excluding municipalities, the County and any County district, including but not limited to Refuse Disposal District No. 1 and all County sewer and water districts, who, for a fee or other consideration, collects, picks up, separates, processes, markets, transports, stores or otherwise handles recyclables exclusively, if those recyclables were generated or originated within the County or brought within the boundaries of the County for disposal, storage, transfer or processing, excluding those persons who are required to accept beverage containers under § 27-1007 of the New York State Environmental Conservation Law or persons who redeem containers under said law, and those persons who are required to accept used motor oil and vehicular batteries free of charge for recycling under applicable state law, provided that this exclusion shall only apply to the aforementioned activities which are governed by state law. A

recyclables broker may collect, separate, process, store, transport or otherwise handle solid waste contaminants that are collected with recyclables, provided that the recyclables broker has taken reasonable precautions to prevent the introduction of such contaminants.

10. Separate collection means that any municipality, hauler or recyclables broker who collects, transports or stores solid waste or recyclables shall keep source-separated recyclables separate from solid waste during collection, transportation and storage, except for recyclables that are mixed with solid waste in construction and demolition debris and identifiable bagged recyclables mixed with bagged solid waste, provided that recyclables are later separated for recycling.
11. Solid waste means all putrescible and nonputrescible materials or substances, except as described in Paragraph 4 of 6 NYCRR 360-1.2(a) and/or regulated under 6 NYCRR 364, that are discarded or rejected as being spent, useless, worthless or in excess to their owners at the time of such discard or rejection, including but not limited to garbage, refuse, commercial waste, rubbish, ashes, incinerator residue and construction and demolition debris. "Solid waste" shall not be understood to include recyclables as defined in this chapter.
12. Source separation means the segregation of recyclables from solid waste at the point of generation for separate collection, sale or other disposition.
13. Waste generator means any person who produces or is responsible for solid waste or recyclables in Westchester County requiring disposal.
14. Residential waste generator means a waste generator who resides in a single- or multifamily dwelling, whose waste is generated from household functions such as cooking, cleaning, etc.
15. Nonresidential waste generator shall mean all waste generators other than residential waste generators.

(Amended by L.L. No. 8-2008, § 1; L.L. No. 18-2010, § 1<sup>1</sup> D)

*Footnotes:*

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1. *Editor's Note: This local law provided that it shall take effect 6-1-2011.*

#### ARTICLE IV. - PROVISIONS APPLICABLE TO WASTE GENERATORS

##### Sec. 825.40. - Provisions applicable to waste generators.

1. Every waste generator in Westchester County shall be responsible for the source separation of solid waste and recyclables at the point of generation. Waste generators shall source-separate additional materials designated as recyclables by a local municipality pursuant to § 120-aa of the General Municipal Law, if that municipality provides or causes to be provided collection of such materials for the waste generator or a location within that municipality for delivery of such materials by the waste generator. Waste generators shall not be required to source-separate recyclables contained in

construction and demolition debris, provided that such debris is brought to a facility where recyclables can be separated from the nonrecyclable solid waste. All waste generators shall commence source separation on September 1, 1992.

2. Each waste generator shall provide for the removal of those separated recyclables which the waste generator is required to source-separate pursuant to subsection 1. above from the property on which they are generated either through service provided by a municipality, by a hauler or a recyclables broker, or by taking these materials directly to a recyclables transfer, storage or processing location. Used motor oil shall be delivered by private individuals to service stations required to accept this material free of charge in accordance with New York State Environmental Conservation Law § 23-2307. Used vehicular batteries shall be delivered by private individuals to retailers who sell such batteries and who are required to accept such batteries for recycling free of charge in accordance with New York State Environmental Conservation Law § 27-1701 or to scrap recycling facilities which accept this type of used battery for recycling.
3. Each waste generator shall be required to prepare those recyclables which the waste generator is required to source-separate pursuant to subsection 1. above in the manner prescribed in the definition of recyclables in section 825.30 of this chapter, or if no particular manner of preparation is specified for a specific recyclable material in said definition of recyclables, then according to any ordinance, regulation or rule of the municipality that provides recyclables collection services to that waste generator, or if such collection services are provided by a hauler or recyclables broker, then according to the directions of the hauler or recyclables broker. If a waste generator utilizes direct haul, recyclables shall be prepared in the manner prescribed by the recyclables transfer, storage or processing facility to which the waste generator delivers such materials.
4. Every waste generator shall be obligated to insure that those recyclables which the waste generator is required to source-separate pursuant to subsection 1. above are placed in the location designated for recyclables collection by the municipality in which the waste generator is located. If no such ordinance exists or is applicable, but the waste generator utilizes a hauler or recyclables broker to collect its recyclables, then the waste generator shall place its recyclables in any location designated by the hauler or recyclables broker for recyclables collection.
5. In the case of multi-tenant buildings, the owner of such building is responsible to provide the following: appropriate container(s) to hold source-separated materials for the entire building separate from the container(s) where the building's solid waste is stored; a mechanism for disposal of source-separated recyclables, unless municipal collection is provided; and an educational program for tenants on the manner in which source-separated materials are to be prepared for collection.
6. Nothing in this chapter shall be construed to prohibit private composting of garden and yard waste by a waste generator on the waste generator's own property.
7. Exempt: waste generators who are unable to comply with the requirements of this section for good cause shown (e.g., old age, mental or physical infirmity, etc.). Exemptions shall be granted solely at the discretion of the commissioner. A person who applies for an exemption may be required by the

commissioner to supply documentation of the reason(s) supporting the application. Said person shall be required to simultaneously file a copy of the request for exemption, along with all supporting documentation submitted to the commissioner with the municipality in which the said person is located. The municipality shall have the right to submit written objections to the commissioner regarding a request for exemption by a person within that municipality's jurisdiction within twenty (20) days of receipt of its copy of an exemption request. The commissioner shall consider a municipality's objections prior to making his determination. The commissioner shall advise the municipality of his determination when rendered. The commissioner shall maintain and regularly update a list of such exempt waste generators, which shall be made available to the officials charged with enforcing the terms of this chapter.

(Added by L.L. No. 4-1992; amended by L.L. No. 8-2008, § 2)

Sec. 825.41. - Mercury disposal prohibitions and source separation.

(a) Definitions.

- i. Authorized recycling facility shall mean any of the recycling facilities on the list of authorized facilities furnished by the Department, the County Department of Health or the County Department of Weights and Measure.
- ii. Manometer or mercury gauge shall mean an instrument containing mercury used to measure the pressure of gas.
- iii. Mercury barometer means a mercury-containing instrument used to measure atmospheric (or barometric) pressure.
- iv. Mercury thermometer means a non-digital instrument containing mercury that is used to measure temperature.
- v. Mercury thermostat means a non-electronic device, containing one or more mercury tilt switches, that regulates temperature in an enclosed area by controlling heating, cooling or ventilation equipment.
- vi. Silent wall switch means a mercury-containing light switch, manufactured prior to 1991, mounted on a wall which does not make an audible "click" sound when activated.
- vii. Household chemical waste collection program shall mean any municipal program designed for the purpose of collecting source separated products containing mercury for proper disposal apart from the conventional waste stream.

(b) Mercury disposal prohibitions. A person may not knowingly dispose of a mercury barometer, mercury gauge or manometer, mercury thermometer, mercury thermostat or silent wall switch, in:

- (i) Solid waste;
- (ii) Wastewater disposal systems, including home septic systems; or
- (iii) A landfill, incinerator or other solid waste disposal facility, except an authorized recycling facility or a household chemical waste collection program.

## (c) Source separation.

- (i) Every waste generator in Westchester County shall separate mercury barometers, mercury gauges or manometers, mercury thermometers, mercury thermostats or silent wall switches from solid waste at the point of generation.
- (ii) After proper separation of mercury barometers, mercury gauges or manometers, mercury thermometers, mercury thermostats or silent wall switches, each person who discards that waste shall deliver that waste to a recycling facility that is legally authorized and permitted to accept that waste pursuant to this section. Residential waste generators may additionally deliver that waste to a household chemical waste collection program.
- (iii) The Department shall make available a regularly-updated listing of authorized recycling facilities on the official website of the County.

(Added by L.L. No. 8-2003, § 2)

## Sec. 825.45. - Unauthorized Confiscation of Certain Recyclables.

Except for authorized employees or agents of a municipality; or authorized employees or agents of haulers or recyclables brokers licensed by the Westchester County Solid Waste Commission utilized by a waste generator to collect recyclables pursuant to a written service contract required by section 826-a.402 of the Laws of Westchester County, it shall be unlawful for any person to remove and transport by motor vehicle any amount of recyclable paper, cardboard, and/or commingled plastic/glass/metals that have been placed in the location designated for recyclables collection for collection or removal by such municipality or licensed hauler or recyclables broker. This section shall not apply to the removal or transport of: (1) cardboard, if for personal use; and (2) bulk metals or other types of used household/consumer goods.

(Added by L.L. No. 8-2008, § 3)

## ARTICLE V. - PROVISIONS APPLICABLE TO HAULERS AND RECYCLABLES BROKERS

## Sec. 825.50. - Provisions applicable to haulers and recyclables brokers.

1. Haulers and recyclables brokers shall provide regular, reliable and separate collection of recyclables to any customer to whom they provide recyclables collection services.
2. Haulers and recyclables brokers shall deliver any recyclables that they have collected or picked up to a recyclables transfer, storage or processing facility. In the event that a market for a particular recyclable or class of recyclables collapses or that delivery to a transfer, storage or processing facility would create a severe economic hardship to a hauler or recyclables broker, the commissioner may, in his sole discretion, grant a temporary waiver to the requirements of this subsection, only upon a written application for waiver from the hauler or recyclables broker setting forth with specificity the facts and

reasons in support of such application. Waivers shall be for a specific period of time and shall be rescinded earlier, if the commissioner, in his sole discretion, determines that the reasons for granting the waiver no longer exist.

(Added by L.L. No. 4-1992)

## ARTICLE VI. - PROVISIONS APPLICABLE TO MUNICIPALITIES

### Sec. 825.60. - Provisions applicable to municipalities.

1. For the purposes of fulfilling its responsibilities as the designated "planning unit" under the authority of New York State Environmental Conservation Law § 27-0107, the County must coordinate and analyze the recycling efforts of all the municipalities within its borders to see that the recycling goals for the entire County, as set forth in the County's state-approved solid waste management plan, are met. The commissioner shall prepare an annual report on the recycling programs of Westchester's municipalities, based on information obtained under the reporting requirements of this section and any other relevant information available to him, to assess the effectiveness of the municipalities' recycling programs in meeting the County's state-approved solid waste management plan recycling goals and to suggest any measures that may need to be taken, if the plan's recycling goals are not being met.
2. Each municipality within the County shall provide, or cause to be provided, the regular, reliable and separate collection of recyclables from those waste generators to which the municipality provides, or causes to be provided, solid waste collection services. Each such municipality shall furnish the commissioner with a plan to provide, or cause to be provided, such separate collection and recycling of recyclables, on a form to be provided by the commissioner. Such plan shall include, but not be limited to:
  - (a) A written schedule for the collection and delivery of recyclables, including frequency of collection, and the identification of the marketplace for collected recyclables;
  - (b) A separate and distinct section setting forth a plan for the collection and disposition of recyclable yard waste;
  - (c) A report on reduction and reuse techniques to be implemented by the municipality, including public education efforts.

All such plans shall be submitted to the commissioner for his review and use in the manner set forth herein. Municipalities shall submit their plans to the commissioner by September 30, 1992. The commissioner shall transmit the required form for municipal plans to each municipality in the County by certified mail, return receipt requested.

3. Each municipality within the County shall furnish annual recycling reports to the commissioner documenting the types and quantities of recyclables which were collected and recycled by that municipality either through municipal or contract collection in the previous year and identifying the

tonnages of each recyclable material delivered to each particular recyclables broker or other market for recyclables. There shall be a separate section in the report for yard waste that was collected and recycled in the prior year. In addition, after a municipality's recycling goals are set pursuant to subsection 5.a. of this section, subsequent annual recycling reports shall contain a municipal recycling plan update that addresses the municipality's progress or lack of progress in meeting its annual recycling goals, and any revisions to its municipal recycling plan necessary to achieve its annual recycling goals that the municipality intends to make and the proposed timetable for implementing any such revisions. The annual recycling report must be submitted on or before March 1 of each year. The commissioner shall provide forms for these reports to each municipality on or before January 15 of each year. Municipalities utilizing the County's materials recovery facility are exempt from reporting on the tonnages of those recyclables which are being delivered by the municipality to said facility. However, any municipality utilizing the materials recovery facility, who is not meeting its recycling goals set pursuant to subsection 5.a. of this section, shall still be required to address how it intends to improve the collection rate of materials delivered to the materials recovery facility in its recycling plan update.

4. For the purposes of this section, municipalities shall not be required to plan for or report on the recycling of used motor oil and vehicular batteries.
5. With respect to the plans and reports filed pursuant to subsections 2. and 3. above, the role of the commissioner shall be as follows:
  - a. Commencing with the date of adoption of this chapter and concluding no later than the end of calendar year 1993, the commissioner shall review, evaluate and comment upon the municipal plans and annual reports that he receives during this period and shall establish annual recycling goals for each municipality that shall be substantially in accordance with the recycling goals set forth in the County's state-approved solid waste management plan for the planning period covered by the County's state-approved solid waste management plan. The commissioner shall confer with and accept comment from each municipality prior to setting the municipality's annual recycling goals. A municipality's recycling plan goals may only be revised if necessitated by a state-approved amendment to the County's solid waste management plan. Enforcement of such revised goals pursuant to subsection 5.c. below shall not occur until a municipality has been given a reasonable time to amend and implement its recycling plan to meet such revised goals.
  - b. In the event that the annual recycling reports filed by municipalities in 1994, pursuant to subsection 3. above, indicate that a given municipality has not reached its past recycling goals set pursuant to subsection 5.a. above, then by June 1, 1994, the commissioner shall review, evaluate and comment upon said municipality's annual recycling report for the purpose of assisting said municipality in reaching its annual recycling goals. By August 1, 1994, such noncomplying municipalities shall advise the commissioner in writing of the revisions to its recycling plan which it has implemented or intends to implement to achieve compliance with its annual recycling goals and a proposed timetable for implementation, unless the municipality presents evidence to the commissioner

demonstrating current compliance with its recycling goals and that it can reasonably be expected to meet its future recycling goals. The revisions to a noncomplying municipality's recycling plan shall be reasonably designed to bring that municipality into compliance with its past annual recycling goals and also shall be reasonably designed to meet its future annual recycling goals. If a noncomplying municipality either fails to submit such a revised plan to the commissioner or fails to demonstrate to the commissioner that it is now in compliance with its municipal recycling goals and can reasonably be expected to meet its future recycling goals, then, by September 1 of that year, the commissioner may find that municipality in violation of this subsection 5.b., subject to the procedures of section 825.80 of this chapter.

- c. In the event that the annual recycling reports filed by municipalities in or after the year 1995, pursuant to subsection 3. above, indicate that a given municipality is not meeting its annual recycling goals and has not implemented measures reasonably designed to reach its recycling goals, then, by June 1 of that year, the commissioner shall review, evaluate and comment upon said noncomplying municipality's annual recycling report and any municipal recycling plan revisions contained in said report. By August 1 of that year, the noncomplying municipality shall submit a plan to the commissioner reasonably designed to reach its recycling goals, unless the municipality presents evidence to the commissioner demonstrating current compliance with its recycling goals and that it can reasonably be expected to meet its future recycling goals. By October 1 of that year, the commissioner and the noncomplying municipality must concur upon said noncomplying municipality's plan to achieve compliance, unless the commissioner has determined that evidence submitted by said municipality demonstrates current compliance with its recycling goals and the reasonable expectation that this municipality will meet its future annual recycling goals on or before September 1 of that year. However, in the event that the commissioner does not issue such a determination of compliance and the commissioner and the noncomplying municipality fail to agree upon such a revised recycling plan by October 1 of that year, then the commissioner may find the municipality to be in violation of this subsection, subject to the procedures set forth in section 825.80 of this chapter, if the commissioner either demonstrates that the municipality's recycling plan is not reasonably designed to achieve compliance with that municipality's current and future recycling goals established pursuant to subsection 5.a. of this section or that the municipality has not taken the necessary steps to implement its recycling plan and if the commissioner also demonstrates that one or both of these factors is the primary cause for the municipality's failure to meet its recycling goals.

(Added by L.L. No. 4-1992)

## ARTICLE VII. - NONRESIDENTIAL WASTE GENERATOR PLAN REQUIREMENTS

Sec. 825.70. - Nonresidential waste generator plans.



1. Except for municipalities, all nonresidential waste generators who own a building or buildings commonly containing more than 100 employees, patients or students during a 24-hour period, including but not limited to commercial establishments, institutions and school districts ("reporting nonresidential waste generators"), shall be required to provide the following plan to the commissioner:
  - (a) A plan to provide for source separation of recyclables;
  - (b) A written schedule for the collection by or delivery of source-separated recyclables, which shall include identification of the recyclables broker or market, collection mechanism and anticipated volumes of materials.
2. The commissioner shall provide the required form for such plan to all reporting nonresidential generators.
3. Reporting nonresidential waste generators shall submit their current source separation plan to the commissioner no later than October 1, 2008. New reporting nonresidential waste generators must submit their plan within six (6) months of the commencement of operations in Westchester County. All reporting nonresidential waste generators have a continuing obligation to update such plan every three (3) years. The commissioner also has the authority to require an update of the plan as he or she deems necessary.
4. In the event that a commercial establishment, institution or school district utilizes more than one location, only one plan need be submitted in accordance with subsection 3 above, provided that such plan identifies activities at each location, unless such location's plan is prepared by a building owner pursuant to subsection 5. below, in which case only the owner's name need be identified.
5. In the event that a commercial establishment, institution or school district is located within a multi-tenant building and there are over 100 employees in such building, it shall be the responsibility of the owner of such building to comply with this section.

(Added by L.L. No. 14-1992; amended by L.L. No. 8-2008, § 4)

## ARTICLE VIII. - PENALTIES AND ENFORCEMENT

### Sec. 825.80. - Penalties and enforcement.

1. Any person found guilty in a court of competent jurisdiction of failure to comply with any applicable provisions of this chapter or with any emergency regulation of the commissioner duly issued under this chapter shall be guilty of an offense punishable as follows:
  - a. For the first violation, a warning or a fine up to \$100.00;
  - b. For the second violation, a fine of up to \$500.00;
  - c. For the third violation, a fine of up to \$750.00;
  - d. For the fourth and succeeding violations, a fine of up to \$1,000.00.

2. In lieu of, or in addition to, the criminal enforcement provisions and penalties of subsection 1. above, each such compliance violation shall be subject to a civil penalty as follows:
  - a. For the first violation, a warning or a fine up to \$100.00;
  - b. For the second violation, a warning or a fine of up to \$500.00;
  - c. For the third violation, a warning or a fine of up to \$750.00;
  - d. For the fourth and succeeding violations, a warning or a fine of up to \$1,000.00.

Each day of a continuing violation shall constitute a separate violation and shall be subject to a separate fine and/or civil penalty.
3. In addition to any other penalties prescribed in this section, the County Attorney may maintain an action in a court of competent jurisdiction to compel compliance with or restrain by injunction any violation of the provisions of this chapter or of the regulations of the commissioner duly issued pursuant to this chapter.
4. Except for warnings, which may be issued by any police officer or duly appointed County or municipal enforcement officer, the civil penalties recited in subsection 2. of this section shall only be imposed either by a court of competent jurisdiction or by the commissioner, without first resorting to the courts, pursuant to the following administrative hearing procedure:
  - a. Upon the issuance of a notice of violation and hearing, the commissioner shall cause to be held a hearing before a hearing officer selected by the commissioner, unless a person charged with such violation admits liability by returning the notice of violation with payment of the proposed penalty and by signing the admission of liability on said notice.
  - b. A formal hearing shall be on due and adequate notice to the party concerned and shall be set down for a date certain. A notice of violation and hearing shall be served by the commissioner upon the alleged violator by certified mail, return receipt requested or by personal service. "Personal service" shall be defined as set forth in the New York State Civil Practice Law and Rules.
  - c. A notice of violation and hearing shall include notification of the following:
    - i. The time and place of the hearing;
    - ii. A list of all alleged violations complained of, with specific reference to the provisions and sections of the law, rule or regulation involved, and a summary of the alleged facts supporting each alleged violation;
    - iii. The respondent's right to present evidence;
    - iv. The respondent's right to examine and cross-examine witnesses;
    - v. The respondent's right to be represented by counsel;
    - vi. That respondent's failure to appear shall constitute a default by the respondent, and that the hearing may proceed in the respondent's absence and a determination made based solely upon evidence submitted by the commissioner; and
    - vii.

That respondent may waive his or her right to such hearing by signing an admission of liability on the notice of violation and hearing and by remitting payment of the assessed penalty.

- d. The hearing officer may grant an adjournment upon request of any party to the proceeding, provided that an adjournment shall not be for an indefinite period of time, but shall be set down for a date certain.
  - i. If an adjournment is requested in advance of the hearing date, such request shall be presented to the hearing officer, in writing, and shall specify the reason for such request.
  - ii. In considering an application for adjournment of a hearing, the hearing officer shall consider whether the purpose of the hearing will be affected or defeated by the granting of such adjournment.
- e. To aid in the administration of this chapter, the commissioner, or any hearing officer designated by him or her in a particular proceeding, may issue subpoenas in the commissioner's name requiring the attendance and giving of testimony by witnesses and the production of books, papers and other evidence for any hearing or proceeding conducted under this section. Service of such subpoena(s), enforcement of obedience thereto, and punishment for disobedience thereof, shall be had as and in the manner provided by the New York State Civil Practice Law and Rules relating to the enforcement of any subpoena issued by a board or committee.
  - i. It shall be the responsibility of the party requesting the issuance of a subpoena to effect service thereof.
  - ii. The hearing officer may add a party to the proceeding upon due and adequate notice to both the party to be added and the parties named in the proceedings.
- f. On the return date of a hearing, the hearing officer shall note the appearances of the persons attending the hearing. Witnesses shall be sworn and testimony shall be recorded either by a certified stenographer or by use of an electronic recording device.
- g. All hearings shall be open to the public. Testimony shall be transcribed upon the request of any interested party. The party requesting the transcript shall pay the costs and expenses in connection therewith.
- h. The hearing officer shall not be bound by the strict rules of evidence in the conduct of a hearing, but his or her findings of fact shall be founded upon a fair preponderance of the evidence presented at the hearing. The hearing officer shall admit and consider any evidence of mitigation offered by the alleged violator.
- i. After the conclusion of a formal hearing, the hearing officer shall prepare and issue a report containing a summary of the evidence, findings of fact, conclusions of law and recommendations(s) to the commissioner.
- j. The recommendations of the hearing officer may include but shall not be limited to the appropriate penalty in the event the commissioner finds a violation has occurred, or the submission of a recommendation that a stipulation of settlement be incorporated in a commissioner's decision and

order.

- k. Upon the conclusion of a formal hearing and after consideration of the hearing officer's report and recommendations and any evidence of mitigation, the commissioner shall make a decision based on a fair preponderance of the evidence and shall execute an order carrying such decision into effect.
  - l. The order of the commissioner may include, but shall not be limited to, the assessment of civil penalties, as provided by this chapter; the approval of a stipulation of settlement which shall include, but not be limited to, a plan and schedule to remedy the condition which caused the violation, if such measures are necessary and appropriate to correct the violation; and suspended penalties.
  - m. If the commissioner determines that the hearing record is not sufficient to make a final determination, the commissioner may direct a rehearing or require the taking of additional evidence and may rescind or affirm, in whole or in part, a prior determination after such hearing.
  - n. The commissioner shall cause to be served upon the respondent, copies of the hearing officer's report and the commissioner's final determination and order. Service shall be made in the manner prescribed for the service of a notice of hearing.
5. Where any violation of this chapter causes an expense to the County or to a municipality enforcing this chapter pursuant to subsection 6. below, such expense may, in the discretion of the commissioner, be separately collected by a civil suit against the violator, brought by the County Attorney in the name of the County in a court of competent jurisdiction.
  6. Municipalities may enforce this chapter within their jurisdiction against waste generators, haulers and recyclables brokers. A municipality that chooses to enforce this chapter shall designate a local enforcement official who shall have all the powers of the commissioner and the County Attorney related to enforcement under this section. If a municipality enforces a violation of this chapter and undertakes the entire enforcement of a particular offense and/or civil violation of this chapter, then 100 percent of the fines collected in that enforcement proceeding shall be retained by the enforcing municipality. Municipalities may not enforce this chapter against any person against whom the County has already proceeded for the same or substantially similar violation or violations.

(Added by L.L. No. 14-1992; amended by L.L. No. 8-2008, § 5)

## ARTICLE IX. - EMERGENCY RULEMAKING AUTHORITY AND PROCEDURES

### Sec. 825.90. - Emergency rulemaking authority and procedures.

1. In the event of an emergency which affects the life, safety, health, environment or welfare of the citizens of this County and circumstances require prompt action to remedy the emergency, the commissioner may promulgate emergency regulations without the approval of the Board of Legislators,

which shall be published in their full text immediately, in one or more newspapers of general circulation designated by the Clerk of the Board of Legislators for this purpose and filed with the Clerk of the Board of Legislators. An emergency regulation shall expire at either the end of the emergency or 45 days after publication, whichever comes first. An emergency regulation may only be extended beyond 45 days with the approval of the majority of the Board of Legislators.

2. A compilation of all emergency regulations promulgated pursuant to this section shall be maintained in the office of the commissioner and shall be available for inspection by any interested party during regular business hours.

(Added by L.L. No. 4-1992)

#### ARTICLE X. - ADMINISTRATION

##### Sec. 825.101. - Administration.

The Westchester County Source Separation Law shall be administered and enforced by the commissioner. Enforcement by municipalities is also authorized under the limitations set forth in section 825.80, subsection 6., of this chapter.

(Added by L.L. No. 4-1992)

#### ARTICLE XI. - SEVERABILITY

##### Sec. 825.110. - Severability.

If any provision of this chapter or application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this chapter which can be given effect without regard to the invalid provision or application and to this end the provisions of this chapter are declared to be severable.

(Added by L.L. No. 4-1992)