

**Rockland County Solid Waste Management Authority  
d/b/a  
Rockland Green  
172 MAIN STREET  
NANUET, NEW YORK 10954**

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# **REQUEST FOR PROPOSALS**

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**RFP 2021-11  
RESIDENTIAL SOLID WASTE COLLECTION, TRANSPORTATION AND  
DISPOSAL SERVICES  
FOR THE  
VILLAGE OF AIRMONT, NEW YORK  
(AR-1)**

**July 1, 2021**

## **NOTICE TO PROPOSERS**

**RFP 2021-11**

### **Residential Solid Waste Collection, Transportation and Disposal Services for the Village of Airmont**

NOTICE IS HEREBY GIVEN that Rockland County Solid Waste Management d/b/a Rockland Green (the "Rockland Green") is issuing this Request for Proposals (RFP-2021-11) ("RFP") for residential solid waste collection, transportation, and disposal services for the Village of Airmont, Rockland County, New York. Work will be in accordance with the RFP and the Service Contract entered into with Rockland Green.

The RFP may be obtained from the offices of Rockland Green located at 172 Main Street, Nanuet, NY 10954 between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, except holidays, or downloaded from Rockland Green's website at [rocklandgreen.com](http://rocklandgreen.com) under Business-Contracting Opportunities section of the website, on or after July 1, 2021.

Sealed proposals will be received by Rockland Green until August 20, 2021 at 2:00 p.m. local time, in the offices of Rockland Green, located at 172 Main Street, Nanuet, NY 10954. Any proposals not delivered in person should be mailed to: Dee Louis, Engineer II, Rockland Green, 172 Main Street, Nanuet, NY 10954.

All proposals shall be submitted in sealed envelopes and shall be plainly marked on the outside with the statement "RFP-2021-11 Enclosed" with the Proposer's name and the title of the RFP.

The attention of the Proposers is directed to the applicable federal, state, and local law requirements and to the "Affidavit of Non-Collusion" in the proposal forms. Rockland Green encourages the fullest possible utilization of M/WBE'

By order of  
Rockland Green  
172 Main Street  
Nanuet, New York 10954  
By: Gerard M. Damiani, Jr., Executive Director

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Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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**RECEIPT CONFIRMATION**

**RFP 2021-11**

**Residential Solid Waste Collection, Transportation and Disposal Services for the  
Village of Airmont**

(This form must be completed by each member of the Proposer team)

**PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM WITHIN 5 WORKING DAYS OF  
RECEIVING THE RFP PACKAGE TO:**

Ms. Dee Louis  
Engineer II  
Rockland Green  
172 Main Street  
Nanuet, NY 10954  
Phone: 845-753-2200 (Ext. 613)  
Fax: 845-753-2281  
Email: [dlouis@rocklandgreen.com](mailto:dlouis@rocklandgreen.com)

Failure to return this form may result in no further communication or addenda regarding this RFP.

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Ext. \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

I have received a copy of the above noted RFP.

\_\_\_\_\_ We will be submitting a Proposal

\_\_\_\_\_ We will NOT be submitting a Proposal – **(please indicate reason)**

I authorize Rockland Green to send further correspondence that Rockland Green deems to be of an urgent nature by the following method:

Courier Collect: \_\_\_\_\_ Mail \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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**ROCKLAND GREEN  
RESIDENTIAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL FOR THE VILLAGE  
OF AIRMONT  
RFP-2021-11**

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**APPENDICES**

Appendix A – Proposal Forms

Business Proposal Forms

Business Proposal Form 1	Signature Page
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Business Proposal Form 3	Familiarity with Village and Contract Area
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Price Proposal Forms

Price Proposal Form	Per Unit Pricing for Collection, Transportation and Disposal Contract
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Technical Proposal Forms

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Appendix B – Warning Notices

Appendix C – Village Map

Appendix D – Designated Debarment Criteria

Appendix E – Rockland County Sanitary Code Article XVII: Recycling

Appendix F – List of Designated Dwellings

Appendix G – Content of Monthly Report

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Appendix H – Service Contract  
Appendix I – Prevailing Wage Schedule  
Appendix J – Historical Tonnages  
Appendix K – Collection Schedule



**SECTION 1.0 DEFINITIONS**

**Affiliate:** Any person, corporation or other entity directly or indirectly controlling or controlled by another person, corporation or other entity or under direct or indirect common control with such person, corporation or entity.

**Applicable Law:** Any law, rule, codes, standard, regulation, requirement, policy, consent decree, consent order, consent agreement, permit, guideline (including Rockland Green’s procurement policy), action, determination or order of, or Legal Entitlement issued by or deemed to be issued by, any Governmental Body having jurisdiction, applicable from time to time to any activities associated with the collection, transportation and disposal of Solid Waste, including the procurement thereof, and the Designated Disposal Facility or any other transaction or matter contemplated hereby (including any of the foregoing which concern procurement, contracting, health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of minimum and prevailing wages. Applicable Law shall include the Flow Control Law, Chapter 350 of the Laws of Rockland County and the New York Prevailing Wage Law set forth in Article 9 of the New York Labor Law.

**Back Door:** Means the alternate location adjacent to each Designated Dwelling at which Garbage is set out for collection in cases of hardship

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**Biodegradable Brush  
and Leaf Bags:**

Means kraft paper bags designated for the collection of brush, leaves, and grass clippings by the residents of Airmont.

**Brush:**

Means wood material from trees and shrubs.

**Bulky Items:**

Small household appliances and housewares (microwaves, toasters, irons, pots and pans), (painted, laminated and treated wood, including lumber, plywood and furniture), furniture (wooden and upholstered), mattresses, textiles, plate glass and ceramics, bulky plastics and film plastics (spackle buckets, empty swimming pool chemical buckets, tarps and plant flats, displays, trays), packing materials (peanuts and bubble sheets), trash, insulation, office equipment and small machinery. If any Bulky Item consists of multiple parts, pieces or components, such item shall be considered a single Bulky Item. "Bulky Items" shall not include Bulky Scrap Metals, Construction and Demolition Debris, Grass Clippings, Leaves or Brush.

**Bulky Scrap Metals:**

White goods (stoves, refrigerators, washing machines, dishwashers and hot water heaters), outdoor metal furniture, recognizable, uncontaminated metal vehicle parts, metal pipes, bed frames, metal sheds and other large metal objects.

**Change in Law:**

Means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under the Service Contract (except for payment obligations):

- (A) Inclusions: A "Change in Law" shall include:

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- (1) the enactment, adoption, promulgation, issuance, modification or written change in administrative or judicial interpretation on or after the Contract Date of any federal, State or local law, regulation, rule, requirement, guideline, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was, on or prior to the Contract Date, proposed and published in the Federal or New York Register or was duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation;
- (2) the order or judgment of any federal, State or local court, administrative agency or Governmental Body, on or after the Contract Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the Contractor or of Rockland Green, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or
- (3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a term, condition or

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requirement which is more stringent or burdensome in connection with the issuance, renewal or failure of issuance or renewal on or after the Contract Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption or imposition materially and adversely affects the performance of the Service Contract, if and to the extent that such denial, delay, suspension, termination, interruption or imposition is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the Contractor or of Rockland Green, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption or imposition shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

- (B) Exclusions: A “Change in Law” shall not include:
- (1) a change in Applicable Law pertaining to taxes;
  - (2) a change in the law of any foreign country;
  - (3) a change in Applicable Law pertaining to prevailing wages, including the Prevailing Wage Law;
  - (4) any Change in Law (including the issuance of any Legal Entitlement, the enactment of any statute, or the promulgation of any regulation) the terms and

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conditions of which do not impose more stringent or burdensome requirements on the Contractor than those set forth in the obligations contained herein;

- (5) any change in interpretation, however stringent, by a Governmental Body of the meaning of the terms and conditions of the Legal Entitlements in force as of the Contract Date; or
- (6) union work rules, demands or requirements, which modify the number of employees required to be employed and causes an increase in the Contractor's projected or actual cost of providing the Contract Services.

**Commingled Containers:**

Means glass containers/bottles regardless of color, aluminum cans, tin and bi-metallic containers and cans, mixed rigid plastics, high density polyethylene (HDPE) plastic container, polyethylene, terephthalate (PET) (PVC, LDPE, PP and PS), aluminum foil/pie plates, milk cartons and drink boxes (gabletop and aseptic packaging), and other containers so designated by Rockland Green.

**Commingled Paper:**

Means newspapers and inserts, corrugated cardboard, magazines, white and colored ledger (office paper), computer printout paper, chipboard/boxboard, telephone and paperback books, junk/bulk mail, craft paper (brown grocery bags), and other paper so designated by Rockland Green from time to time.

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**Construction and Demolition**

**Debris:** Wastes which are generated as a result of construction, remodeling or demolition activities and includes, but is not limited to, dirt, trees stumps, tree trunks, rock, brick, concrete, asphalt, drywall, roofing materials, and lumber, as further defined by the Department of Environmental Conservation of the State of New York (“NYSDEC”).

**Contract Area:** Village of Airmont, New York.

**Contract Date:** The date on which the Service Contract is executed.

**Contract Term:** The Contract Term shall commence on or before January 1, 2022 and shall continue in effect for two (2) years following the Service Commencement Date (the "Term"), unless earlier terminated pursuant to the termination provisions. This Service Contract may be renewed for three (3) additional terms of one (1) year each (each a "Renewal Term" and, together with the Initial Term, the "Term") for a total possible Term of five (5) years. At the end of the Term, all other obligations of the parties hereunder shall terminate.

**Contract Services:** Means everything required to be furnished and completed for and relating to the services to be provided by the Contractor. A reference to “Contract Services” shall mean “any part and all of the Contract Services” unless the context otherwise requires.

**Contract Standards:** Means the standards, terms, conditions, methods, techniques and practices imposed or required by: (i) Applicable Law, (ii) Good Industry Practice, (iii) applicable equipment manufacturers’ specifications, (iv) applicable

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Insurance Requirements, and (v) any other standard, term, condition or requirement specifically provided in the Service Contract to be observed by the Contractor. The Service Contract shall govern issues of interpretation related to the applicability and stringency of the Contract Standards.

**Contractor:** The firm providing solid waste collection and transportation services under the Service Contract.

**County:** The County of Rockland, New York.

**Curbside:** The location at which Solid Waste may be set out for collection and which shall mean the location adjacent to, but within five (5) feet from the public street.

**Designated Disposal Facilities:** The MRF, the Transfer Station, the Yard Waste Composting Facility, and the Leaf Composting Facility (as indicated on Table 1 hereof).

**Designated Dwellings:** Means those Residential Dwellings, Village Hall, and such other residential and Multi-Use/Multi-Structure properties located within the Village as are now or may hereafter be designated by Rockland Green to receive the services provided for herein.

**Disposal Facility:** As used herein, means either a sanitary landfill or other solid waste disposal or management facility, which as applicable (1) is operated in accordance with good engineering practice, (2) is constructed of a double liner or, with Rockland Green's consent, a single composite liner, (3) is located in the United States, (4) is not, without the consent of Rockland Green given in its absolute discretion, located in Rockland County, (5) does not appear on any federal or State list of sites, such as, but not limited to, the National Priority

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List or the CERCLIS list under CERCLA, maintained for the purpose of designating landfills which are reasonably expected to require remediation on account of the release or threat of release of Hazardous Wastes, (6) is being operated at the time of disposal or delivery in accordance with Applicable Law, including all required regulatory permits, as evidenced by the absence of any regulatory sanctions or any significant enforcement actions with respect to material environmental matters, (7) has committed by agreement or obligation of the owner or operator to receive Solid Waste originating in the Village, and (8) is not under any executive or judicial order barring receipt of Solid Waste from any region which includes the Village. No waste-to-energy facility shall qualify as a Disposal Facility unless the site at which the ash residue therefrom is disposed also qualifies as a Disposal Facility hereunder.

**Dumpster Container:**

A container used for the purpose of temporarily holding Solid Waste and which generally ranges in size from 1/2 cubic yard to 40 cubic yards and which must be mechanically dumped into the collection vehicle or hauled away.

**E-Waste:**

Means waste having electronic components, including computer equipment, printers, ink cartridges, scanners, fax, copy and answering machines, televisions, tablets, calculators, radios, tape decks, compact disk players, VCRs, DVD players, telephones, cell phones, pagers and any other items further defined under the NYSDEC Part 360 regulations.



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- Flow Control Law:** Chapter 350 of the Laws of Rockland County, State of New York (*County Flow Control Law Regulating the County-Wide Collection and Disposal of Solid Waste Generated in Rockland County, Including Garbage, Recyclables, Construction and Demolition Debris and Yard Waste, and for the Prohibition of the Disposal of any Waste Materials in any Manner Except as Set Forth in This Law.*)
- Garbage:** Combustible and non-combustible, putrescible or non-putrescible waste materials, resulting from handling, preparation, cooking, serving or consumption of food and other non-recyclable household waste products, as well as residue from the burning of coal or wood. This definition, as it relates to the Service Contract, specifically excludes Bulky Items, Bulky Scrap Metals, Construction and Demolition Debris, Recyclable Materials, E-Waste and Yard Waste.
- Good Industry Practice:** Means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally accepted as good in the solid waste and recycling management industry.
- Governmental Body:** Means any federal, state, County, municipal or regional legislative, executive, judicial or other governmental board, agency, Rockland Green, commission, administration, court or other body.
- Grass Clippings:** Means the cuttings from lawns.
- Household Recycling Containers:** Means those containers utilized for the collection of Recyclable Materials.

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**Hazardous Waste:** Means (a) any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time, including but not limited to: (1) Resource Conservation and Recovery Act and the regulations contained in 40 C.F.R. Parts 260-281; (2) the Toxic Substance Control Act (15 U.S.C. Section 2601 et. Seq.) and the regulations contained in 40 C.F.R. Parts 761-766; and (3) future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; and (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et. Seq.) and the regulations contained in 10 C.F.R. Part 40, except that Hazardous Waste does not include Qualified Household Hazardous Waste.

**Insurance Requirement:** Means any rule, regulation, code, or requirement issued by any fire insurance rating bureau or any body having similar functions, including, but not limited to, requirements regarding pollution liability, or by any insurance carrier which has issued a policy of Required Insurance, compliance with which is a condition to the effectiveness of such policy.

**Leaf Composting Facility:** Means, as applicable, the leaf composting facility owned by Rockland Green, located at 166 Route 303 South, West Nyack, New York, where leaves are accepted and processed. See Table 1 for determination of applicable Leaf Composting Facility.

**Leaves:** Means the foliage of trees, bushes and shrubs.

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**Legal Entitlement:** Means all permits, licenses, registrations, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contract Services.

**Legal Proceeding:** Means every action, suit, litigation, administrative proceeding, and other legal or equitable proceeding arising out of the obligations of the parties under the Service Contract.

**Materials Recovery Facility**

**(MRF):** Means the Materials Recovery Facility owned by Rockland Green, located at 420 Torne Valley Road, Hillburn, New York, where Recyclable Materials will be received and processed or any other designated facility within Rockland County as determined by Rockland Green.

**Multi-Family Dwellings:** Any building with more than four (4) Residential Dwelling units, including apartments and/or condominiums and those which place Garbage in a Dumpster Container for disposal.

**Municipal Waste Receptacles:** Means any container and/or toter made of galvanized metal or hard plastic, designed and intended to receive trash and other solid waste, and is of watertight construction with a tight fitting lid or cover capable of preventing the escape of the container's contents.

**Number of Units:** Shall be the number of Residential Dwellings in each tax designation code as determined by Rockland Green, as well as Village Hall and those certain tax-exempt properties set forth in Appendix F.

**Prevailing Wage Law:** Articles 8 and 9 of the New York Labor Law, as amended.

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**Proposal:** A Proposer’s submission in response to this Request for Proposals.

**Proposer:** Any individual, firm or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative.

**Proposal Forms:** The forms attached to this RFP which are to be complete and submitted by the Proposer as part of its Proposal.

**Qualified Household Hazardous Waste:** Waste materials having hazardous characteristics which are contained within Solid Waste and which are exempt from special handling or disposal requirements under Applicable Law. Qualified Household Hazardous Waste shall not constitute Hazardous Waste.

**Recyclable Materials:** Means all recyclable items, required to be source separated and set-out for collection by all persons, except Contractors, including Commingled Containers and Commingled Paper, as defined in Rockland County Sanitary Code Article XVII: Recycling attached hereto as Appendix E.

**Regulated Medical Waste:** A regulated medical waste is any medical waste that is a solid waste, as defined in subdivision 360-1.2(A) of NYCRR Part 360, generated in the diagnosis, treatment (e.g., provision of medical services), or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, that is not excluded or exempted under subparagraph 360-17.2(h)(2) of NYCRR Part 360-17.2, and as further defined therein.

**Request for Proposals (“RFP”):** Means the Proposal document(s) issued by Rockland Green – to procure Solid Waste Collection, Transportation and

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Disposal Services for the Village of Airmont, New York, as amended and supplemented.

**Required Insurance:** Means the insurance required to maintained by the Contractor as set forth in Section 5.15 hereof.

**Residential Dwellings:** Those residentially used properties, which include single family dwellings and two (2) family dwellings, and such other residential properties located within the Village as designated by Rockland Green to receive the services provided for in the Service Contract from time to time.

**Rockland Green:** Means Rockland County Solid Waste Management Authority.

**Service Commencement Date:** Means January 1, 2022, the date the Contractor shall commence proving the Contract Services pursuant to the Service Contract.

**Service Contract:** Means the agreement to be entered into, pursuant to this RFP, for the provision of Contract Services.

**Solid Waste:** Materials set out for collection, transportation and disposal, including Bulky Items, Garbage, Recyclable Materials, Brush, and Leaves. "Solid Waste" specifically excludes E-Waste, sewage sludge, Construction and Demolition Debris, Hazardous Waste, Regulated Medical Waste and any other material designated by Rockland Green.

**State:** The State of New York.

**Subcontractor:** Means every person (other than employees of the Contractor) employed or engaged by the Contractor or any person directly or indirectly in privity with the Contractor (including every subcontractor of whatever tier) for any portion of the Contract Services, whether for the furnishing

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of labor, materials, equipment, supplies, services, or otherwise in connection with the Contract Services.

**Transfer Station:**

Means Rockland Green's municipal solid waste transfer station located at 50 Baler Boulevard, Hillburn, New York, where Garbage and Bulky Items will be received, processed and transported off-site to a Disposal Facility or other facility designated by Rockland Green.

**Unacceptable Materials:**

Means all materials other than those materials constituting Solid Waste, as defined herein. Unacceptable Materials include E-Waste, tires, Construction and Demolition Debris, sewage sludge, Hazardous Waste, Qualified Household Hazardous Waste, and Regulated Medical Waste.

**Uncontrollable Circumstance:**

Means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Service Contract, and which materially and adversely affects the ability of either party to perform any obligation hereunder, if such act, event or condition is beyond the reasonable control of and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required by such party under the Service Contract, except that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or inaction or a lack of reasonable diligence of either party.

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(A) Inclusions: Subject to the foregoing, Uncontrollable Circumstances shall include the following:

- (1) a Change in Law;
- (2) naturally occurring events (except weather conditions normal for the northeast region of the United States) such as landslides, underground movement, earthquakes, fires, tornadoes, floods, epidemics, lightning, and other acts of God;
- (3) explosion, sabotage or similar occurrence, acts of a declared public enemy, extortion, war, terrorism, blockade or insurrection, riot or civil disturbance;
- (4) labor disputes, except labor disputes involving employees of the Contractor, Subcontractors or Affiliates of the Contractor or Subcontractors, which affect the performance of the Contract Services;
- (5) the failure of any appropriate federal, State, Rockland Green or local public agency or private utility having operational jurisdiction in the area in which the Contract Services are being provided; and
- (6) acts of terror of a public enemy.

(B) Exclusions: It is specifically understood that none of the following acts, events or circumstances shall constitute Uncontrollable Circumstances:

- (1) general economic conditions, interest or inflation rates, or currency fluctuation;

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- (2) changes in the financial condition of the Contractor, its Subcontractors, its Affiliates affecting their ability to perform their respective obligations;
- (3) the consequences or the result of the neglect, act, error or omission, or the failure to exercise reasonable diligence, by the Contractor or any of its employees, agents, suppliers, Subcontractors or Affiliates or any other person in the performance of the Contract Services;
- (4) the failure of the Contractor to secure patents or licenses or similar authorizations in connection with the technology necessary to perform its obligations hereunder;
- (5) strikes, work stoppages or other labor disputes or disturbances involving employees or independent contractors of the Contractor, Subcontractors or Affiliates of the Contractor or Subcontractors;
- (6) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed by the Contractor for performance of the Contract Services or otherwise increasing the cost or burden to the Contractor of performing the Contract Services;
- (7) any increase for any reason in premiums charged by the Contractor's insurers or the insurance markets generally for the Required Insurance;



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- (8) any impact of prevailing wages, laws or rates on the Contractor's costs with respect to wages and benefits;
- (9) any increase in the tip fee at the Transfer Station, any other transfer station owned by Rockland Green, the MRF or the RPF or another Disposal Facility located in Rockland County;
- (10) The failure or delay of any Governmental Body to issue any Legal Entitlements which are required for the performance of the Contract services;
- (11) Any act, event or circumstance occurring outside the United States; and
- (12) The closure of a Disposal Facility the Contractor was using or intended to use.

**Village:** The Village of Airmont, New York.

**Village Hall:** Means the Village municipal building located at 251 Cherry Lane Tallman, New York.

**Yard Waste:** Means the Leaves and Brush generated at the Designated Dwellings.

**Yard Waste Composting Facility:** Means the Yard Waste Composting Facility, located at 166 Route S. 303, West Nyack, New York, where Brush and Leaves will be received and composted, or other yard waste facility designated by Rockland Green. See Table 1.

## **SECTION 2.0 BACKGROUND AND GENERAL INFORMATION**

### **2.1 Background**

The Village of Airmont (herein after “the Village”) located in Rockland County, New York, requested that Rockland County Solid Waste Management Authority (hereinafter “Rockland Green”) take responsibility for residential Garbage, Bulky Items, Brush, Leaves, and Recyclable Materials (collectively “Solid Waste”) collection, transportation and disposal services in the Village. In connection therewith, Rockland Green has prepared and released this RFP, in accordance with its procurement policy, for the collection, transportation and disposal of Solid Waste generated from Residential Dwellings, Village Hall, and the municipal garbage receptacles located at the public transportation stops throughout the Village beginning on January 1, 2022.

This procurement by Rockland Green is a part of a County-wide program to assist the towns and villages of Rockland County in managing their Solid Waste collection and processing needs.

The Village of Airmont has an estimated 2327 Designated Dwellings that will be serviced pursuant to this procurement. Of these estimated Designated Dwellings, approximately 2292 are single family residences, approximately 17 are two-family residences, and approximately 18 are Multi-Purpose/ Multi-Structure. Also included is Village Hall and seven (7) municipal waste receptacles located throughout the Village. A detailed map of the Village is provided in Appendix C and a list of properties to be served under this RFP is included in Appendix F. Table 1 includes the collection and delivery schedule.

### **2.2 Objective**

The main objective of this RFP is to secure Proposals from qualified Proposers and enter into a Service Contract for the collection, transportation and disposal of Solid Waste from Designated Dwellings in the Village.

The Contractor will be required to perform the services being sought in this RFP in accordance with the Contract Standards, as defined in this RFP.

### **2.3 Legal Rockland Green and Limitation**

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This RFP was prepared, issued, and circulated by Rockland Green pursuant to the provisions set forth in Rockland Green’s procurement policy.

The selected Proposer shall comply with all the current and final regulations, provisions, and special conditions set forth in any registrations, permits, and approvals. The selected Proposer shall be responsible for any fines, penalties, or other regulatory actions imposed for failure to comply with applicable regulations.

**2.4 Summary Scope of Services and Term of Service Contract**

The scope of services in the Service Contract includes collection, transportation and disposal of Solid Waste to the following locations:

- Garbage and Bulky Items to the Transfer Station;
- Recyclable Materials to the Materials Recovery Facility;
- Brush to the Yard Waste Composting Facility; and
- Leaves to the applicable Leaf Composting Facility (based on time of year, as specified on Table 1).

Proposals are sought for a single term of two (2) years with an addition three (3) one-year renewals.

**2.5 Rockland Green Responsibilities, Rights, and Options**

This RFP constitutes only an invitation to make a Proposal to Rockland Green. This section describes Rockland Green’s responsibilities, rights, and options as they relate to various business, legal, and financial aspects of the procurement.

Rockland Green reserves, holds, and may exercise, at its sole discretion, the following rights and conditions with regard to this RFP. By responding to this RFP, Proposers acknowledge and consent to the following conditions relative to the procurement process and the selection of a Proposer to negotiate a Service Contract with Rockland Green.

1. This RFP does not obligate Rockland Green to procure or contract for any services whatsoever.
2. All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and

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any negotiations entered into in connection with developing the Service Contract will be borne by the Proposers.

3. All Proposals become the property of Rockland Green and will not be returned.
4. Rockland Green has the right to cancel this RFP without issuing another RFP.
5. Rockland Green may, in its sole discretion, reject and return unopened any responses not received by the deadline for receipt of Proposals.
6. Rockland Green has the right to eliminate any Proposer who submits an incomplete and inadequate response or is not responsive to the requirements of this RFP.
7. Rockland Green reserves the right to waive any technicalities or immaterial irregularities in the Proposals.
8. Rockland Green reserves the right to reject, for any reason, any and all Proposals and components thereof and to eliminate any and all Proposers responding to this RFP from further consideration for this procurement.
9. Rockland Green reserves the right to select and enter into a Service Contract with the Proposer(s) who best satisfies the interests of Rockland Green and is most responsive to this RFP, and not necessarily on the basis of price or any other single factor.
10. Rockland Green reserves the right to enter into concurrent or sequential Service Contract negotiations with two (2) or more Proposers.
11. Rockland Green reserves the right to enter into agreements for only portions (or not to enter into agreements for any) of the services solicited in this RFP.
12. Rockland Green, in its sole discretion, has the right to discontinue negotiations with any selected Proposer at any time prior to the execution of the Service Contract.
13. Rockland Green reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.
14. Neither Rockland Green, its staff, its representatives, nor any of its consultants will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.

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15. Notwithstanding any other provision set forth herein, no contract, agreement, bid or Proposal awarded by Rockland Green shall be binding and valid until fully executed by the parties.
16. Rockland Green reserves the right, at any time, to determine that any or all Proposers will not be selected for further consideration and to notify such Proposers of Rockland Green's determination.
17. Rockland Green may conduct clarification discussions, at any time, with one (1) or more Proposers and request additional information relating thereto.
18. Rockland Green may receive questions from Proposers and provide such answers, as it deems appropriate.
19. Rockland Green reserves the right to extend the deadline date for submission of Proposals and modify schedule dates.
20. Rockland Green reserves the right to issue additional or subsequent solicitations for Proposals.
21. Rockland Green reserves the right to designate, at any time, one (1) or more Proposers with whom it may select to have a full evaluation of their Proposal.
22. Rockland Green reserves the right to amend, supplement, or otherwise modify this RFP, including the scope of services, or otherwise request additional information without prior notice.
23. Rockland Green reserves the right to request Proposers to send representative to attend Rockland Green interviews.
24. Rockland Green reserves the right to discontinue and resume negotiations.
25. Rockland Green reserves the right to waive the mandatory Preproposal Conference on a case-by-case basis.
26. All activities related to this RFP and the performance under the Service Contract shall be subject to Applicable Law.

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**2.6 Procurement Schedule**

Issuance of RFP <sup>(1)</sup>	July 1 ,2021
Deadline for Pre-Proposal Clarification Questions	July 23, 2021
Rockland Green Response to Pre-Proposal Clarification Questions	August 6, 2021
Deadline for Submission of Proposals <sup>(2)</sup>	August 20, 2021
Board Authorization of Successful Proposer(s)	September 23, 2021
Contract Services Begin	January 1, 2022

- (1) Within five (5) business days following the receipt of the RFP package, the Receipt Confirmation Form found at the front of this RFP must be completed and returned to Rockland Green as indicated thereon.
- (2) Proposals are due no later than 2:00 p.m. on the Proposal due date. One (1) original and three (3) hard of each Proposal shall be submitted in a single envelope, bearing on the outside the name of the Proposer and the name of the procurement.

**SECTION 3.0 SCOPE OF WORK – SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES**

**3.1 Obligation for Residential Solid Waste Collection, Transportation and Disposal**

The Contractor shall pick up for collection Solid Waste generated from one (1), two (2), family Residential Dwellings, Multi-Purpose/ Multi-Structure Residential Dwellings, Village Hall, and seven (7) municipal waste receptacles in a manner consistent with the Service Contract set out requirements provided herein.

The Contractor shall be responsible for collecting and transporting all Solid Waste generated from Residential Dwellings within the boundaries of the Village. Garbage and Bulky Items shall be transported to the Transfer Station. Brush shall be transported to the Yard Waste Composting Facility. Leaves shall be transported to the Leaf Composting Facility, as specified on Table 1. Rockland Green assumes no responsibility or liability in any way for Solid Waste collected

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from outside the Village's borders and shall not be responsible for any costs or fees associated with its collection, transportation or disposal.

The Contractor shall not collect Bulky Scrap Metal, Grass Clippings, E-Waste, sewage sludge, Construction and Demolition Debris, Hazardous Waste, or Regulated Medical Waste.

### **3.2 Set Out Requirements**

Solid Waste shall be set out Curbside by the resident for collection by the Contractor. The Contractor shall pick up all Solid Waste set out for collection from Residential Dwellings in accordance with the Service Contract. The Village has no ordinance limiting the quantity of these wastes per set out. However, residential set outs of Bulky Items will be limited to five (5) Bulky Items per Residential Dwelling twice per month. The Contractor shall not be responsible for picking more than five (5) Bulky Items per Residential Dwelling twice per month.

The Contractor shall not be obligated to collect a disposal bag or empty a trashcan from any Residential Dwelling unit that exceeds fifty (50) pounds in weight or contains Hazardous Waste, Regulated Medical Waste, or other Unacceptable Materials. If, however, a disposal bag or trashcan weighs more than fifty (50) pounds, but can be lifted without causing injury to employees, it must be collected.

All Leaves must be set out by residents in kraft paper bags. The Contractor shall not collect any Leaves set out in plastic bags or loose.

Brush must be set out by residents in bundles, with no piece longer than three (3) feet in length. The bundles must be tied with twine. The Contractor shall not collect Brush tied with nylon cord or other synthetic materials.

Leaves and Brush shall not be mixed. No Grass Clippings shall be collected.

No wood constituting Construction and Demolition Debris (i.e., lumber, decking, plywood, etc.) shall be collected.

Rockland County's Sanitary Code Article XVII: Recycling, requires solid waste generators to source separate Recyclable Materials for collection as set forth in Appendix E. Commingled Containers and Commingled Paper shall be placed for collection in Rockland Green provided

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Household Recycling Containers. Recyclable Materials are prohibited from being set out in plastic bags. However, the Contractor shall collect plastic bagged Recyclable Materials that have been set out.

The Contractor shall collect from Residential Dwellings, Commingled Containers and Commingled Paper that have been set out for pickup as specified herein. This service shall be provided for all designated Recyclable Materials, whether or not they are commingled and whether or not they have been set out in a designated recycling container.

**3.3 Collection Frequency and Mixing Restrictions**

Each Residential Dwelling unit shall receive Garbage collection two (2) times per week on either Monday and Thursday or Tuesday and Friday in accordance with the schedule set forth in Appendix K. On the second and fourth week of each month and on the second collection day of the week, the Contractor shall also collect Bulky Items, along with Garbage from residents. All Garbage and Bulky Items may be collected in the same truck. Please see Table 1 for the collection and delivery schedule.

During the period of May 1 through December 1, each Residential Dwelling shall receive weekly Leaves collection. During the period of April 1 through December 1, Brush shall also be collected weekly. Leaves and Brush shall not be collected in the same vehicle. Brush may not be mixed with any other component of Solid Waste. All vehicles used for collecting Brush and Leaves shall be registered with the appropriate municipality, as applicable. In addition, the Contractor shall provide the Village with an annual Christmas tree collection to take place during the second (2<sup>nd</sup>) week of January. This collection shall occur on one day designated by the Village during the 2<sup>nd</sup> week of January. Christmas trees shall not be mixed with garbage. The Contractor shall indicate on which day of the week each yard waste collection shall occur using Technical Proposal Form 2.

The Contractor shall provide once per week collection of the Recyclable Materials. All collection of Recyclable Materials shall occur each week on Wednesday. The Contractor shall pick up for recycling residentially generated designated Recyclable Materials from Residential Dwelling units in a manner consistent with the requirements provided herein. Multi-Family Dwellings, industrial, commercial and institutional establishments, the commercial unit of a mixed-use



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property (i.e., building with commercial and residential units) or other buildings where Dumpster Container service is provided are excluded from the provisions of the Service Contract.

Recyclable Materials, as defined herein, shall be set out Curbside, as applicable, by residents for collection by the Contractor. Recyclable Materials will be set out for collection in two (2) streams, including 1) Commingled Paper, and 2) Commingled Containers. The Contractor will be responsible to collect both streams on each Wednesday while Recyclable Materials may be collected in the same truck; Commingled Paper must be kept separated from Commingled Containers.

As indicated above, Table 1 summarizes the Contractor's major obligations for Solid Waste collection, transportation, disposal and tipping fee payments. However, the Contractor shall comply with all obligations stated in this RFP.

The Contractor will be required to provide seven (7) 64-gallon waste municipal waste receptacles and collect Garbage from all seven (7) receptacles located throughout the Village's public transportation stops. Collection shall occur twice weekly on days indicated by the Contractor on Technical Proposal Form 2.

In addition, the Contractor will be required by Rockland Green to provide a 2 ½ cubic yard dumpster at Village Hall for use by the Village. The container shall be collected twice weekly.

In addition, to the extent the first day of Passover is not a regular collection day, the Contractor shall be required to provide one additional Garbage collection service throughout the Village on the first day of Passover each year. Date to be provided by the Village in advance of this collection.

### **3.4 Designated Disposal Facilities and Tipping Fees**

All Solid Waste collected by the Contractor shall be transported by the Contractor to Rockland Green's Designated Disposal Facilities.

The Designated Disposal Facilities for each component of Solid Waste are listed below.

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1. Garbage and Bulky Items collected by the Contractor shall be transported by the Contractor to the Transfer Station located on 50 Baler Boulevard, off of Torne Valley Road in Hillburn.
2. Recyclable Materials collected by the Contractor shall be transported by the Contractor to the Materials Recovery Facility (MRF) located off of 420 Torne Valley Road in Hillburn.
3. Brush to be collected during the period of April 1 through December 1, shall be transported by the Contractor to the Yard Waste Composting Facility, on Route 59 in West Nyack, New York.
4. Leaves, to be collected during the period of May 1 through December 1, shall be transported by the Contractor to the Leaf Composting Facility in Clarkstown, New York as specified on Table 1.

To the extent the Contractor can achieve efficiencies by delivering Garbage or Bulky Items to a Rockland Green owned facility other than the Transfer Station, it may do so upon the prior notification to and approval by Rockland Green.

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**Table 1**  
**SUMMARY OF CONTRACTOR'S MAJOR OBLIGATIONS**

<b>Solid Waste Component</b>	<b>Collection Frequency</b>	<b>Days</b>	<b>Designated Disposal Facility – Location</b>	<b>Contractor Pay Tipping Fee (Yes or No)</b>	<b>Allowable To Mix With Other Solid Waste</b>	<b>Other Requirements</b>
Garbage	Twice Per Week*	Monday/ Thursday & Tuesday / Friday	Transfer Station – Hillburn	Yes	Bulky Items Only	Collect from seven (7) municipal waste receptacles located throughout the Village's public transportation stops.
Bulky Items	Twice Per Month	Thursday & Friday Per Collection Route	Transfer Station – Hillburn	Yes	Garbage Only	
Leaves	Once Per Week May 1 – December 1	[To be proposed by Proposers on Technical Proposal Form 2]	Leaf Composting Facility – W. Nyack	No	Leaves Only	Vehicles shall be registered with the applicable municipality.
Brush	Once Per Week April 1 – December 1	[To be proposed by Proposers on Technical Proposal Form 2]	Yard Waste Composting Facility – W. Nyack	No	Brush Only	No Brush collection shall occur in January, February or March.
Christmas Trees	Second Week of January	[To be proposed by Proposers on Technical Proposal Form 2]	Yard Waste Composting Facility – W. Nyack	No		
Commingled Containers	Once Per Week	Wednesday	Materials Recovery Facility – Hillburn	No	No	Commingled Containers and Commingled Paper may be collected in compartmentalized vehicles.

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<b>Solid Waste Component</b>	<b>Collection Frequency</b>	<b>Days</b>	<b>Designated Disposal Facility – Location</b>	<b>Contractor Pay Tipping Fee (Yes or No)</b>	<b>Allowable To Mix With Other Solid Waste</b>	<b>Other Requirements</b>
Commingled Paper	Once Per Week	Wednesday	Materials Recovery Facility – Hillburn	No	No	

\*As indicated in Section 3.3, the Contractor will be required to provide one additional collection service throughout the Village on the days prior Passover for the collection of Garbage to the extent the first day of Passover does not fall on a regular collection day.

\*\*As indicated in Section 3.3 the Contractor will be required to collect garbage from seven (7) municipal waste receptacles. A Village map has been provided in Appendix C. Addresses are indicated below.

1. Route 59 – one in front of Walmart and another directly across in front of the other shopping center
2. Route 59 – in front of the Walgreens shopping center – corner of Rt 59 and South Airmont Road
3. Route 59 – in front of the former Grand Union shopping center
4. Route 59 – in front of the former Airmont Pub ( near New County Road)
5. North Airmont Road – by Sutters
6. South Airmont Road – by the Pondview Complex

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The Contractor shall only deliver (1) Village Garbage and Bulky Items to the Transfer Station; (2) Village Recyclable Materials to the MRF; (4) Village Brush and Christmas Trees to the Yard Waste Composting Facility; (5) Village Leaves to the Leaf Composting Facility (as indicated on Table 1); and shall certify by affidavit signed under the penalty of perjury that the Solid Wastes delivered to such Designated Disposal Facilities are solely generated from within the Village.

All costs associated with the collection, transportation and disposing of Solid Waste, including tipping fees, shall be the responsibility of the Contractor. Notwithstanding Rockland Green's designation of the Disposal Facilities, all liability associated with the collection and transportation to the designated facility of such Solid Waste shall be the Contractor's. Rockland Green assumes no liability associated therewith.

Tipping Fees to be paid to Rockland Green for the disposal of Garbage and Bulky Items collected from Designated Dwellings as stipulated herein are the responsibility of the Contractor. The Contractor will be required to follow Rockland Green policy regarding the payment of such tipping fees (which includes, but is not limited to, maintaining a credit card on file with Rockland Green for the payment of tipping fees. In addition, Rockland Green may, in its sole discretion, offset any tipping fees owed to Rockland Green by the Contractor against the Service Fee payable by Rockland Green to the Contractor. The costs reflected in this Proposal should reflect costs for collection, transportation, and disposal of Solid Waste generated by Designated Dwellings. The Contractor shall obtain and maintain for submission to the Village weight receipts from Rockland Green's scale at the Transfer Station, the Yard Waste Composting Facility, the Leaf Composting Facility and the MRF with a breakdown indicating separately the tonnage of Garbage, Bulky Items, Leaves, Brush and Recyclable Materials collected and disposed of pursuant to the Service Contract. These records shall be aggregated and submitted on a monthly basis to the Village.

The present tipping fees are seventy-six dollars (\$76.00) per ton for Garbage at the Transfer Station. At the present time, there is no tipping fee for municipal Leaves at the Leaf Composting Facility or municipal Yard Waste at the Yard Waste Composting Facility in Clarkstown.

For the purpose of the Service Contract and Price Proposal, the Proposer shall use the current rate of \$76.00/ton as the basis for tipping fee costs. The Proposer shall include the cost of hauling to the Transfer Station and the tipping fee cost shall be included in Price Proposal Form.

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The Contractor shall not be charged a tipping fee for disposal of Recyclable Materials at the MRF, Brush at the Yard Waste Composting Facility or Leaves at the applicable Leaf Composting Facility.

On February 24, 2020, notice was given to all carters and municipalities stating the tipping fee as of January 1, 2024, will be at least \$99 per ton.

Rockland Green reserves the right to direct the Solid Waste to a Disposal Facility of its choosing, other than the Transfer Station, the Yard Waste Composting Facility, the West Nyack or Hillburn Leaf Composting Facility or the MRF, at any time during the Contract Term and at no additional cost to Rockland Green.

Rockland Green reserves the right to spot check collection vehicles to inspect their contents at any time while on the collection route, transporting Garbage, Bulky Items, Recyclable Materials, Brush, and Leaves to the Designated Disposal Facilities or conducting unloading operations at the Designated Disposal Facilities.

Rockland Green shall assume the responsibility for the disposition of Recyclable Materials, including retaining the full proceeds of the sale of such materials or paying for the disposition of such materials.

In addition, the Contractor shall not be permitted to remove any Recyclable Materials from the Recyclables Materials collected from Designated Dwellings prior to delivery to the MRF. However, as stated in section 4.4 herein, non-acceptable waste types shall be removed from the Household Recycling Containers by the Contractor and left at the curb, along with a notice as prescribed herein.

**3.5 Waste Minimization**

Nothing in the Service Contract shall restrict the right of Rockland Green to minimize the amount of Solid Waste, including Recyclable Materials, generated in the Village.

**SECTION 4.0 GENERAL PROVISIONS**

**4.1 Service Area**

The Contractor shall provide Solid Waste collection, transportation, and disposal services only to Residential Dwellings, the Village Hall, and seven (7) municipal waste receptacles in a manner consistent with contract requirements provided herein and in accordance with the Service Contract. It is the Contractor's responsibility to become familiar with the boundaries of the Village. Refer to the Village map attached as Appendix C.

The Contractor shall not be permitted to mix Recyclable Materials with any other component of Solid Waste at any time; and the Contractor shall not be permitted to mix Commingled Containers with Commingled Paper. The Contractor shall not be permitted to mix Recyclable Materials with non-Recyclable Materials collected from Designated Dwellings, Multi-Family Dwellings, commercial, institutional or industrial accounts outside the Village boundaries.

**4.2 Collection Schedule and Holidays**

Solid Waste collections shall occur between 6:30 a.m. and 4:00 p.m. on weekdays. Collection will not be made on Saturdays or Sundays or the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Collection, which would normally occur on such holidays, will be rescheduled for the following business day. At the option of the Proposer, collection may occur on the actual holiday. Proposers should note that Rockland Green's transfer stations are closed on the above-referenced holidays.

**4.3 Collection Routes**

At least ten (10) business days prior to the Service Commencement Date, the Contractor shall submit to Rockland Green for approval a map of the collection area for Solid Waste indicating thereon the routes to be followed by its trucks and schedules, including collection days and times. Collection routes shall be rotated on a quarterly basis. Approval by Rockland Green shall not be unreasonably withheld. The Contractor shall use its best efforts to uniformly maintain the

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approved routes and schedules. Any change must be reported in writing to Rockland Green prior to being implemented.

The Contractor's inability to complete a day's route of Solid Waste collections due to equipment breakdown, injury or other emergency must be reported to Rockland Green immediately by telephone. Should the Contractor fail to perform collection services in accordance with the Service Contract, collection may be performed by Rockland Green and any cost incurred will be deducted from the Contractor's monthly payments.

**4.4 Improper Set Outs; Rejection Rights; and Notification Procedures**

If any Garbage that is set out for collection in an improper manner, all, or in part, including, but not limited to, an undesignated set out location, the bags or trash cans exceeding fifty (50) pounds in weight and a set out which includes non-acceptable waste types such Garbage may be rejected for collection by the Contractor. The Contractor, however, must pick up those portions of Garbage which have been properly set out for collection. Rejected Garbage shall not be left in streets or other public rights-of-way. The Contractor shall not refuse to collect Garbage without first following the notification steps described herein.

Recyclable Materials set out by residents in a container other than a designated Household Recycling Container shall be collected by the Contractor. Inclusion of non-designated Recyclable Materials, excessive material contamination, incorrect set out location or any other improper condition which does not comply with the provisions of the Service Contract shall be grounds for the Contractor to reject the collection of Recyclable Materials. The Contractor, however, must pick up those portions of Recyclable Materials which have been properly set out for collection. The Contractor shall not refuse to collect Recyclable Materials without first following the notification steps described herein.

In the event that improperly prepared Garbage, Bulky Items, Brush Leaves, or Recyclable Materials are placed out for collection, the Contractor shall leave notification on a contractor provided notice (sticker) to be affixed to the garbage bag, trash can, recycling container, Bulky Item, or Brush. This notification shall be a warning notice which shall explain the procedure for participation and the consequences of failure to participate properly. Garbage, Bulky Items, or Leaves, shall be rejected from collection only after two (2) warning notices have been left for the



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resident. In the event Recyclables Materials are improperly set out, no notification shall be required by the Contractor. Therefore, Recyclable Materials that are improperly set out shall be deemed unacceptable and the contractor shall not be required to collect. The Contractor shall record the address on the forms and retain the address in a log which shall be reported to Rockland Green by 4:00 p.m. that same day the notice was left. Notification shall take place on the same day the items are rejected or the items shall be considered a missed collection.

The Contractor shall provide such stickers. The format and content of the stickers shall be approved by Rockland Green prior to use by the Contractor. Appendix B herein provides examples of such stickers. As indicated below, the Contractor shall notify Rockland Green and the Village promptly of any Solid Waste not collected due to improper set-outs. Such notification shall include the address, the reason for the rejection and time the Contractor rejected such material.

**4.5 Missed Collections**

The Contractor shall be notified no later than 12:00 noon on the day following the last regularly scheduled collection day of missed collections reported to Rockland Green by a resident. Such missed collections shall be collected by the Contractor from such location(s) as directed by Rockland Green within four (4) hours of verbal notification from Rockland Green.

All calls related to missed pick-ups or service complaints which are received directly by the Contractor shall be logged by the Contractor and, reported to Rockland Green and the Village by 4:00 p.m. the same day as the complaint was received, along with the reporting of improper set outs. Any missed pick-ups shall be collected by the Contractor from such location(s) as soon as practicable, but no later than the following business day.

The Contractor shall contact Village Hall by 3 p.m. each collection day to obtain a list of calls related to missed pick-ups or service complaints, if any, that have been reported to Village Hall. Any missed pick-ups reported to Village Hall shall be logged by the Contractor, reported to Rockland Green by 4:00 p.m. that same day, and shall be collected by the Contractor from such location(s) as soon as practicable, but no later than the following business day.

**4.6 Manner of Collection**

Cleanliness is a significant priority of Rockland Green. Solid Waste shall be collected in a neat, clean and workmanlike manner. The Contractor shall load vehicles in such a manner as to

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prevent spillage or breakage. Any spillage or breakage shall be immediately cleaned up by the Contractor. To maintain cleanliness, the Contractor shall be responsible for: full collection of all acceptable materials set-out for collection, including completely emptying all bins and containers used for setting out materials; proper handling of bins and containers, including handling in a manner that avoids damage and placement of bins and containers (with covers on and secured) back at the curb, upright, and off the travel way; emptying of collection vehicles at a frequency to prevent recyclables and litter from being deposited or blown from the collection hoppers into the travel way or into the environment; and immediate cleanup of any occurrence of a spill into a street, sidewalk or property by the Contractor or its employees before proceeding to the next collection stop (or arrangement for immediate clean-up by other employees). Employees of the Contractor shall not behave in a manner which is noisy, vulgar, obscene or insulting to customers.

**4.7 Spillage and Breakage**

The Contractor shall collect and transport Solid Waste in a manner which will not create odors or litter. The Contractor shall make every effort to prevent Solid Waste from spilling or breaking onto streets and properties during the performance of the work. The Contractor shall immediately and adequately clean up any materials spilled or broken prior to or during the course of collection and/or transportation operations. All Solid Waste collection vehicles shall be equipped at all times with at least one (1) broom and one (1) shovel for such purposes. Should the Contractor fail to clean up the site, clean up may be performed by Rockland Green and any cost incurred will be deducted from the Contractor's monthly payments.

The Contractor shall be responsible for preventing the spillage, breakage or litter resulting from wind-blown materials of proper, rejected or improperly set out Solid Waste to the best of the Contractor's ability. Recyclable Materials including, but not limited to, newspaper which are set out or left in a manner which shall create litter shall be collected regardless of its set out condition. Items rejected from the Recyclable Materials collection shall be left at the set out location inside the Household Recycling Container or other container such material was set out in. Rejected Solid Waste shall not be left in streets or other public rights-of-way. Notification shall be left by the Contractor in the case of improper set out pursuant to the provisions of the Service Contract.

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**4.8 Character of Personnel**

All employees and supervisory personnel used in the performance of the Service Contract shall be competent and qualified. The Contractor shall devote sufficient personnel, time and equipment to assure the satisfactory compliance with the provisions of the Service Contract.

In the event an employee of the Contractor is disorderly, obscene or grossly discourteous, the Contractor shall discharge the employee from any Contract Services, upon receipt of a written request by Rockland Green requesting that the Contractor take such action. Rockland Green shall specify the reasons for the request and no discharged employee shall be re-employed by the Contractor or other contractor performing Solid Waste collection services within the Village without the written consent of Rockland Green.

Prior to the commencement of the Service Contract, the Contractor shall supply to Rockland Green a complete roster of employees assigned to and working under the Service Contract. All personnel changes, with regard to the Service Contract, shall be reported to Rockland Green prior to the employee's commencement of work under the Service Contract.

**4.9 Supervisor and Telephone Contact**

The Contractor shall provide the name and telephone number of the supervisor who will oversee the Contract Services. The supervisor must commit enough time in the field to ensure that the employees and equipment are completing the contracted work. Rockland Green must be notified of any change of the supervisor. The Contractor will be required to maintain throughout the life of the Service Contract a local telephone number during business days between the hours of 8:00 a.m. and 5:00 p.m. Should a telephone answering service or answering machine be utilized, the Contractor is responsible for obtaining and responding to messages and or service complaints in a timely manner and report such to Rockland Green by 4:00 p.m. that same day. In addition, a 24-hour emergency service telephone number and contact person must be available to Rockland Green, for Rockland Green use only in the event of an emergency. Rockland Green must be able to reach the contact person through the use of the 24-hour emergency line.

**4.10 Equipment and Labor**

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The Contractor shall furnish and maintain all trucks, labor, vehicles, tools, equipment, materials and facilities for the collection, removal and transportation of all Solid Waste as necessary and required for the full, proper and efficient conduct of the Contract Services in accordance with the Service Contract and Applicable Law. All vehicles and other equipment used in the performance of the contracted services must be safe for use on local, State and County roads, must be kept clean and sanitary and must be maintained in good repair. Unenclosed vehicles which may be used in collecting and transporting Solid Waste must have, at all times, a tarpaulin which must be used to cover materials during transport or as necessary to prevent litter, breakage or spillage.

Recyclable Materials shall be collected in vehicles of the Contractor's choice, but which are suitable for such collection (e.g., those which do not compact commingled containers to more than 220 pounds per cubic yard) or dedicated for use in the performance of Recyclable Materials collections.

Should the Proposer propose to use automated vehicles which require specialized Solid Waste receptacles (containers or totes), the Contractor must provide such specialized receptacles, the price of which shall be included in the Proposal price. Further, Rockland Green assumes no additional obligation or risk after the termination of the Service Contract.

Solid Waste vehicles must bear prominent markings, signs or decals, as directed by Rockland Green, including, but not limited to, the Contractor's name and local telephone number on both sides of the vehicle. Recyclable Materials vehicles must also be identified as Recyclable Materials collection vehicles, as directed by Rockland Green. All collection vehicles must have a Department of Health permit.

The Contractor will indicate on the Proposal Form the types of collection vehicles that will be used and the minimum number of vehicles to be used for each category of Solid Waste (Garbage, Bulky Items, Brush, Leaves, and Recyclable Materials) to be collected in the performance of Contract Services pursuant to the Service Contract.

All vehicles must be equipped with a communication system permitting contact between the home office and other vehicles, and must comply with all federal, State, and local inspection, permitting and licensing requirements, including, but not limited to, all vehicles having mufflers

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and permanently affixed permit numbers. All drivers must have valid New York State licenses appropriate for the vehicle type which they are driving.

**4.11 Damaged Property of Residents and Village**

The Contractor shall avoid damaging containers owned or used by the residents for set out of Solid Waste. If the Contractor damages any container, the Contractor must replace the damaged container at the Contractor's expense, or Rockland Green shall replace the container and deduct Rockland Green's expense from the next monthly contract payment. Only damaged or missing containers shall be replaced by the Contractor. All new or container replacements for other reasons than Contractor neglect shall not be the responsibility of Rockland Green. Normal wear and tear does not constitute damage requiring replacement or repair under the terms of the Service Contract.

The Contractor shall perform the work in a manner which will not damage any public or private property. The Contractor shall promptly repair or replace any and all damage caused in performing the work. Failure to do so may result in Rockland Green performing the work and deducting the cost of such work from monthly contract payments.

**4.12 Number of Units Calculation**

The Number of Units may be adjusted every January 1 based on the prior year's certified report from the Town of Ramapo Assessor's Office. The total Contract price payable to the Contractor shall be adjusted accordingly on a per Designated Dwelling price basis. It is understood and agreed that in the event that a portion of the Contract Area should fall under the jurisdiction of a municipality other than the Village during the Contract Term, the estimated number of Designated Dwellings included hereunder may be greatly reduced and the Contract price payable to the Contractor will be proportionately decreased at the time the municipality formally comes into existence.

Rockland Green reserves the right to add further categories of Designated Dwellings for receipt of collection services from the Contractor. The Contractor shall provide service to such additional Designated Dwellings upon the receipt of notice from Rockland Green, providing a reasonable amount of time for the Contractor to mobilize for such service. The Contractor shall take all actions necessary to provide such service in the same level of quality as other collection

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service specified herein. The fee for providing collection services to each such Designated Dwelling shall be negotiated between Rockland Green and the Contractor.

**4.13 Contract Payments**

Payment for collection, transportation, and disposal services pursuant to the Service Contract shall be made within thirty (30) days of receipt and approval by Rockland Green of an invoice properly filled out and executed. Monthly invoices shall be submitted by the fifth (5th) day of the following month for which the invoice is being filed. Rockland Green reserves the right to audit or otherwise request the monthly tonnage receipts obtained from the appropriate facilities following the disposition of the respective materials.

The invoice shall state the monthly payment due to the Contractor, which shall be equal to the Number of Units times the unit price. The Number of Units shall be provided by Rockland Green, as described herein.

There shall be no adjustments to the contract unit prices or payments due to any increase or decrease in tonnage of Solid Waste collected, labor costs, or operating and maintenance expenses. Payment shall not be made unless all required documentation is submitted. Cost adjustments shall only be made, in accordance with the Service Contract, as such adjustments relate to Rockland Green designation of a Disposal Facility. Any Affiliate that owes Rockland Green money may be included in the monthly payment as an adjustment by Rockland Green.

Any payment due to Rockland Green from the Contractor including, but not limited to, damages and other costs incurred by Rockland Green for cleanup, repairs, or collection of Solid Waste due to the Contractor's failure to perform such work shall be deducted by Rockland Green prior to authorization of each monthly payment. If such payment due from the Contractor to Rockland Green is greater than the payment due from Rockland Green to the Contractor, the Contractor shall be required to make such payment to Rockland Green within fifteen (15) days following the end of the applicable month during which such amount payable by the Contractor arose.

**4.14 Termination**

**4.14.1 Termination for Cause**

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The Service Contract may be declared suspended in whole or in part or canceled in whole or in part by Rockland Green, upon notice to the Contractor, for any of the following reasons:

(a) Failure of the Contractor to commence the Contract Services within the time specified in the Service Contract.

(b) Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute the Contract Services.

(c) Failure of the Contractor to provide the collection, transportation, and disposal services, and all obligations ancillary thereto, pursuant to the Service Contract.

(d) Failure on the part of the Contractor to comply with the Service Contract or any material requirement stated herein, or to comply with any requirements of Rockland Green.

(e) The unauthorized assignment of the Service Contract or any funds due therefrom.

(f) Failure to supply complete and accurate information, records or accounts as provided herein.

(g) Repeated failure of the Contractor to resolve complaints by Residential Dwellings Units within four (4) hours of receipt thereof.

(h) Failure of the Contractor to deliver all or any part of Recyclable Materials to the MRF in accordance with the Service Contract.

(i) Disposal of Solid Waste collected under the Service Contract not at a Designated Disposal Facility in compliance with the Service Contract.

(j) Violations of Rockland County Flow Control Law.

(k) Violations of New York State Prevailing Wage Laws.

(l) Failure to pay tipping fees on charges (if any) at the Designated Disposal Facilities.

(m) Failure to maintain the required security for performance under the Service Contract.

If the Service Contract is suspended or canceled, the Contractor shall discontinue the work or such part thereof as Rockland Green shall designate.

Upon such suspension or cancellation, Rockland Green shall have the power to perform and complete, by contract or otherwise, as it may determine, the work herein described or such part thereof as it may deem necessary, and the Contractor agrees that Rockland Green shall have

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the right to procure equipment, labor and materials necessary for the completion of the Contract Services.

If the expense to Rockland Green of completing the Contract Services shall exceed the amount which would have been payable under the Service Contract, then the Contractor and/or its surety shall pay the amount of such excess to Rockland Green on notice from Rockland Green of such excess due. When any particular part of the Contract Services is being carried on by Rockland Green by contract or otherwise under the provisions herein, the Contractor shall continue the remainder of the work in conformity with the terms of the Service Contract.

**4.14.2 Termination for Convenience**

Rockland Green shall have the right at any time during the Term of the Service Contract to terminate the Service Contract for Rockland Green's convenience upon thirty (30) days' prior notice to the Contractor.

**4.15 Breach of Contract**

If a Contractor fails to perform or to perform in a satisfactory manner as required in the Service Contract, or to perform in compliance with Applicable Law, Rockland Green shall have the right to take whatever corrective action as Rockland Green deems appropriate, including, but not limited to, withholding of contract payments, terminating the Service Contract or calling upon the surety which has issued the performance bonds and all interest which may have accrued from the date of initial deposit with Rockland Green.

Any unjustified failure to provide services as required in the Service Contract will constitute breach of Contract. The Executive Director of Rockland Green will make the determination of when a breach of Contract exists and shall notify the Contractor as provided for in the Service Contract.

**4.16 Uncontrollable Circumstance**

Neither the Contractor nor Rockland Green shall be liable for the failure to fulfill their responsibilities as provided for in the Service Contract nor for any resultant damages or financial losses if such failure is caused by an Uncontrollable Circumstance. If the Executive Director of



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Rockland Green determines that the event which caused the disruption of services has ended, but the Contractor does not resume service after notification, it will constitute a breach of Contract.

**4.17 Assignment of Contract**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of all or any part of the Contractor's right, title, or interest herein (including without limitation through a sale of assets or ownership interest, merger, consolidation or other change of control) to any third party, or assign all or any portion of compensation then or thereafter due under the terms hereof, without the previous written consent of Rockland Green. If the Contractor violates this Section, Rockland Green shall have the right, in its sole discretion, to terminate this Contract without prior notice and without a cure period, and in the event of such termination, the Contractor shall forfeit all monies earned hereunder. Rockland Green may, without the consent of the Contractor, make assignments create such security interests in its rights hereunder and pledge such monies receivable hereunder as may be required in connection with the issuance of bonds.

**4.18 Ownership of the Contractor**

The Contractor shall provide Rockland Green with sixty (60) days' prior written notice of any change of any nature in the ownership, or ownership structure, of the Contractor or any parent, subsidiary or Affiliate thereof, including without limitation any transfers of shares of stock, membership or other ownership units of the Contractor, parent subsidiary or Affiliate. In addition, if the Contractor is a privately held company, the Contractor shall provide Rockland Green with sixty (60) days' prior written notice of any changes in the officers, principals or directors of the Contractor. Subsequent to any such notices, the Contractor shall provide upon request of Rockland Green any information requested by Rockland Green related to such change in ownership, officers, principals or directors or ownership structure. At any time within sixty (60) days following Rockland Green's receipt of such supporting information, Rockland Green shall have the right to terminate this Contract upon thirty (30) days' notice to the Contractor. In the event of a violation of this Section by the Contractor, Rockland Green shall have the right in its sole discretion to terminate this Contract without prior notice or cure period, and in the event of such termination, the Contractor shall forfeit all monies earned hereunder

**4.19 Reimbursement**

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The Contractor shall reimburse Rockland Green for any actual damages or costs, as well as court costs and reasonable attorney's fees, related to or arising out of the Contractor's failure to perform the Contractor's obligations under the Service Contract. This remedy shall be in addition to, not in lieu of, any other remedies of Rockland Green provided by law, equity, or the Service Contract.

**4.20 Withholding**

In the event that the Contractor fails to perform any of the Contractor's obligations under the Service Contract, Rockland Green shall have the right to withhold payments to the Contractor to the extent of any amount owed by the Contractor under any provisions of the Service Contract. This remedy is in addition to, and not in lieu of, any other rights of Rockland Green provided by law, equity or the Service Contract.

**4.21 Joint Liability**

If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable for contract violations.

**4.22 Binding Effect**

The provisions, covenants, and conditions in the Service Contract apply to bind the parties, their legal heirs, representatives, successors, and assignees.

**4.23 Amendment of the Service Contract**

No modification or amendment of the terms of the Service Contract shall be effective or binding upon Rockland Green unless written and signed by the authorized representatives of Rockland Green and the Contractor. A signed original is to be fastened to the original Service Contract with signed copies retained by both parties.

**4.24 Insolvency**

If at any time prior to the date herein fixed as the termination of the term of the Service Contract, there shall be filed by or against said Contractor, in any Court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Contractor's property, and within thirty (30) days thereof Contractor fails to secure a discharge thereof, or if

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Contractor makes an assignment for the benefit of creditors, or petition for or enters into an arrangement, the Service Contract may be declared canceled and terminated and in which event neither Contractor nor any person claiming through or under Contractor or by virtue of any statute or of an order of any court shall be entitled to the Service Contract nor any rights therewith.

If the Service Contract is annulled under this section, the Contractor shall not be entitled to any damages on account thereof nor shall such annulment affect the right of Rockland Green to recover against the Contractor or his surety damages which may arise, or extra costs which may be incurred by Rockland Green as the result of the failure of the Contractor to carry out the terms of the Service Contract.

**4.25 No Consequential or Punitive Damages**

In no event shall either Rockland Green or the Contractor be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under the Service Contract, or the material inaccuracy of any representation made in the Service Contract, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

**4.26 Forum for Dispute Resolution**

It is the express intention of the parties that all legal actions and proceedings related to the Service Contract or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in the New York State Supreme Court located in Rockland County.

**4.27 No Waivers**

No action of either party pursuant to the Service Contract (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of the Service Contract. No course of dealing or delay by either party in exercising any right, power or remedy under the Service Contract shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of

either party under the Service Contract shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

**4.28 Liquidated Damages**

The Service Contract provides for the payment by the parties of liquidated damages in certain circumstances of nonperformance, breach and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain, and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Such liquidated damages shall constitute the only damages payable by the non-performing, breaching or defaulting party, regardless of legal theory. Nothing in this section shall be constructed to limit any non-damage remedies, including termination, also provided for herein with respect to any such nonperformance, breach or default.

**4.29 No Discrimination and Minority and Women's Business Enterprises**

The Proposer shall not discriminate nor permit discrimination by any of its officers, employees, agents and representatives against any person because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status. The Proposer shall impose the non-discrimination provisions of this section by contract on all Subcontractors hired with Rockland Green's consent to perform work related to performance of its obligations hereunder and shall take all reasonable actions necessary to enforce such provisions. The Proposer will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Rockland Green encourages the fullest possible utilization of Minority and Women Owned Business Enterprises.

**4.30 Notice of Litigation**

Each party shall deliver written notice to the other of any legal proceeding to which it is a party and which questions the validity or enforceability of the Service Contract or any other related agreement executed by Rockland Green or the Contractor or any permit or order issued in connection herewith.

**4.31 Further Assurances**

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Each party agrees to execute and deliver any instruments to give any representations and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to the Service Contract.

**4.32 Participation in Pilot Studies GPS Trackers**

In the event that Rockland Green desires to implement a pilot program to test new developments in collection, materials processing or solid waste management or to implement an evaluation of its programs, the Contractor shall enter into good faith negotiation with Rockland Green to determine procedures, equipment, and costs (if any) required to implement the pilot program(s). The Contractor shall participate in good faith in implementation and operation of the pilot program(s) and evaluation program(s) as mutually agreed to with Rockland Green. If an agreement cannot be reached, Rockland Green reserves the right to implement such program(s) itself or by means of another contractor.

In the event that the Contractor desires to implement a pilot program(s) to test new developments in collection, materials processing, or solid waste management, the Contractor shall provide Rockland Green with written notice. The Contractor shall not implement such program(s) without Rockland Green's prior written approval.

**4.33 Rockland Green to do Business in New York**

Any entity formed under the laws of the State of New York must furnish a certificate of good standing from the New York State Secretary of State as evidence therefor. Any entity not formed under the laws of the State of New York must furnish a copy of its certificate of Rockland Green from the New York State Secretary of State to do business in New York in accordance with Article 13 of the New York Business Corporation Law. Such certificate must be submitted as part of the Proposal.

**4.34 Safety**

The Contractor shall adhere to the most recent Federal, State, and local safety requirements, including those of the Occupational Safety and Health Administration ("OSHA").

**SECTION 5.0 PROPOSAL SUBMISSION REQUIREMENTS**

**5.1 General Provisions**

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This section contains instructions regarding the required content and organization of the Proposals. All Proposers must provide all required information in the order set forth below. Rockland Green reserves the right to add or delete specific items from the final award or to negotiate modifications to specific items prior to such award.

Proposals shall be enclosed in a sealed opaque envelope plainly marked with the title of the RFP and "RFP-2021-11" and the name and address of the Proposer on the outside. One (1) original and five (5) copies of the proposal shall be submitted. One copy must be clearly marked "original" and must contain all original executed copies. Late proposals will be considered non-responsive and may be returned to the Proposer unopened. NO PROPOSAL will be accepted unless filed on or before the date and at the place designated herein. When sent by mail, the sealed Proposal, marked as above, shall be enclosed in an additional envelope similarly marked and addressed to the person stipulated in the Notice to Proposers. Proposals received prior to the time of opening will be securely kept unopened. Proposals received thereafter will be returned unopened.

Proposals shall be submitted with the Proposal Forms set forth in this RFP. All blank spaces for Proposal prices shall be properly filled in, in ink, or typed, in both words and figures. In case of any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding on the Proposer. All Proposal Forms included in this RFP must be completed and submitted with all blank spaces for Proposal prices filled in with the Proposal amount in order to be considered a responsible Proposer.

**5.2 Expenses of Proposal Preparation**

Each Proposer will prepare all required materials and submittals and participate in the proposal and negotiation process at its own risk and expense, without reimbursement from Rockland Green.

**5.3 Confidential Information**

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

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Form 10, Proposers must clearly indicate whether there are portions of their proposals which contain trade secrets and other technical, financial, or administrative data whose public disclosure could cause substantial injury to the Proposer's competitive position. Accordingly, Proposers must mark the pages of its proposal that contains such information and insert the following notice in the front of its proposal:

**NOTICE**

**The data on pages \_\_\_\_\_ of this proposal identified by an asterisk (\*) contain technical or financial information, which are trade secrets and/or whose disclosure would cause substantial injury to the (Proposer's) competitive position. The (Proposer) requests that such data be used only for the evaluation of the proposal, but understands that the disclosure will be limited to the extent that Rockland Green considers proper under the law. If an agreement is entered into with this (Proposer), Rockland Green shall have the right to use or disclose the data as provided in the Service Contract, unless otherwise obligated by law.**

Rockland Green does not assume any responsibility for disclosure or use of marked data for any purpose. In the event properly marked data are requested pursuant to the State Freedom of Information Law, the Proposer will be advised of the request and may expeditiously submit to Rockland Green a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under the law. This statement will be used by Rockland Green in making its determination as to whether disclosure is proper under the law.

**5.4 Requests for Clarification**

Rockland Green may, at its sole discretion, conduct discussions with Proposers to clarify any information submitted in the Proposal or assure that the Proposers fully understood and responded to the requirements of the RFP.

Once proposals have been reviewed, Rockland Green may request that the Proposer submit additional information or clarify certain aspects of the proposal. Such requests from Rockland Green will be made via written request for clarifications. Timely responses to such requests will be required before Rockland Green can continue to evaluate the proposal.

Proposers shall promptly notify Rockland Green in writing of any ambiguity, inconsistency or error which they may discover upon examination of the Proposal documents or of local

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conditions. Proposers requiring clarification or interpretation of any of the RFP documents shall make a written or electronic request to Rockland Green, addressed as follows:

Dee Louis, Engineer II  
Rockland Green  
172 Main Street  
Nanuet, New York 10954  
[dlouis@rocklandgreen.com](mailto:dlouis@rocklandgreen.com)

It will be the Proposer's responsibility to confirm that Rockland Green has received such request for clarification or interpretation.

All requests for clarification and interpretation must be received at least within the timeframe set forth in Section 2.5 hereof. Any requests for clarification or interpretation submitted after the timeframe set forth in Section 2.5 may be answered by Rockland Green at its discretion.

Any interpretation, correction or change in the Proposal documents will be made only by written addendum. Interpretations, corrections or changes made in any other manner will not be binding and shall not be relied on by Proposers. Addenda will be distributed by email with confirmation of receipt or mailed using an overnight delivery service with receipt, certified mail, return receipt requested to all prospective Proposers known to have received a complete set of Proposal documents (at the respective address furnished for such purposes). No addenda will be issued later than two (2) days prior to the date set for opening of Proposals, except for a postponement of the Proposal date.

Along with submission of a Proposal, each Proposer shall confirm that he has received all addenda issued. The Proposer shall acknowledge receipt of addenda by completing Business Proposal Form 2 (Addenda Acknowledgment Form).

**5.5 Proposer Interviews**

Rockland Green may conduct Proposer interviews and key members of a Proposer's team will be expected to attend such interview.

**5.6 Proposer Inspection and Acceptance of Conditions**



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The submission of a proposal in response to this RFP shall be considered a representation that the Proposer has carefully inspected all conditions which affect or may, at some future date, affect the performance covered by the proposal, and that the Proposer is fully informed concerning Rockland Green's operations and the conditions to be encountered, character, quality, and quantity of work to be performed. In addition, a submission shall indicate that the Proposer is familiar with all federal, State, and local laws which in any way affect the performance of the Contract Services, including without limitation, requirements as to minimum wages, workmen's compensation, and equal employment opportunity.

A Proposal should only be submitted after a personal inspection has been made of the Contract Area addressed in this RFP. Proposers are responsible for becoming familiar with the boundaries of the Village of Airmont and the number of Residential Dwelling pick-up locations. The number of stops in the Village as listed in this RFP may vary from actual conditions in the field. Proposers should take notice of traffic patterns, including narrow and one way streets, and hilly and flat terrain.

By submission of the Proposal, each Proposer shall be deemed to have personally inspected the Contract Area and become familiar with all conditions therein.

**5.7 Continuing Obligation**

Any Proposer that is selected to negotiate with Rockland Green has a continuing obligation during such negotiation period to provide Rockland Green with any information that was requested in this RFP which requires updating due to circumstances that have changed or occurred since the submission of its proposal.

**5.8 Proposal Organization**

Proposers are required to submit their proposals in the format below:

- I. Cover Letter and Proposal Bond
- II. Executive Summary
- III. Scope of Services
  - a. Plan of Service
    - i. Collection

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- ii. Transportation
  - iii. Disposal
- IV. Qualifications and Experience
- a. Experience
  - b. Equipment
  - c. Key Personnel
  - d. Financial Information
  - e. Non-financial information
  - f. Evidence of authorization to conduct business in the State
  - g. Evidence that demonstrates the ability to obtain the required insurance set forth herein.
- V. Proposal Forms

**5.9 Cover Letter and Proposal Security**

The cover letter is the Proposer’s official letter transmitting the complete Proposal to Rockland Green. The format required for the Proposal Cover Letter is provided in Exhibit 5-1 below. This letter is to be typed on the Proposer’s letterhead and is to be signed by the Proposer’s Chief Executive Officer (“CEO”) and attested by another officer of the Proposer. If the Proposer is a joint venture, the CEO of the lead or sponsoring Proposer is to sign the letter. The letter is to be written in text form and is not to exceed three (3) pages, typed, and double-spaced. Since the Proposal Cover Letter introduces the Contractor to Rockland Green, it should clearly and concisely summarize the proposal.

A statement that the proposal security is enclosed must be included in the Cover Letter (see “Format of Cover Letter” on the following page).

**Exhibit 5-1**

**FORMAT OF PROPOSAL COVER LETTER**

<p>A. Address and Subject</p>	<p>Dee Louis, Engineer II</p> <p>Rockland Green          172 Main Street          Nanuet, New York 10954</p> <p>Subject: Request for Proposals for Rockland Green          Collection, Transportation and Disposal for the Village of Airmont</p>
<p>B. Content of Letter</p>	<p><u>First Paragraph</u></p> <ul style="list-style-type: none"> <li>• Name of Proposer (or Proposers, if joint venture) submitting the Proposal.</li> <li>• If a joint venture, the name of the lead or sponsoring Proposer.</li> <li>• Confirm that the signatory is authorized to make the Proposal.</li> </ul> <p><u>Second Paragraph</u></p> <ul style="list-style-type: none"> <li>• Response to the requirement for Proposal Security, which must be enclosed</li> <li>• Responsiveness to the requirement for financial qualifications</li> </ul> <p><u>Third Paragraph</u></p> <ul style="list-style-type: none"> <li>• A brief description of the Proposer (s).</li> <li>• Summarize qualifications of the Proposer(s).</li> <li>• Commitment of the Proposer(s) to deliver the services required in the RFP and described in the attached Proposal and at the prices quoted in the Proposal.</li> </ul> <p><u>Fourth Paragraph</u></p> <ul style="list-style-type: none"> <li>• Commitment of the Proposer to enter into a Service Contract with Rockland Green at the prices stated in the Proposal.</li> </ul> <p><u>Fifth Paragraph</u></p> <ul style="list-style-type: none"> <li>• Acknowledgement of responsiveness to the RFP</li> <li>• .</li> </ul> <p style="text-align: right;">Very truly yours,</p>

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	<p data-bbox="1247 359 1443 390">President/CEO</p> <p data-bbox="613 432 976 464">Attachment: Proposal Security</p>
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**5.10 Executive Summary**

The executive summary must be presented as a separate document summarizing in clear and concise language, the information contained in all other parts of the Proposal and shall include an introduction and overview section and a conclusion. The executive summary shall also summarize the information contained in the Proposal Forms. This shall include, for each member of the Proposer's team (if more than one organization), the form of business organization, ownership and firm description; proposed role in the transaction; and information as to criminal conviction, regulatory violations, bankruptcies, lawsuits and contract disputes.

The executive summary should be drafted so that it may be easily understood by persons not having a technical background. In addition, the executive summary shall be limited to 5 pages, including tables and graphs. Rockland Green may distribute the executive summary to public officials, representatives of public interest groups, and other major project participants; therefore, the Proposer should not include any data in the executive summary that the Proposer judges to be confidential. The executive summary should not contain any price, cost, or economic data. Rockland Green assumes no liability for disclosure or use of any data presented in the executive summary.

**5.11 Plan of Service**

Proposers shall submit details on how the Contract Services shall be addressed.

**5.12 Qualifications and Experience**

This section describes the required information regarding the experience and qualifications of the Proposer, including joint ventures, which must be set forth in any Proposal submitted to Rockland Green. Failure to submit the required information may result in a Proposer's disqualification from further consideration. Any knowingly false statement shall be grounds for deeming the proposal non-responsive and terminating any negotiations, in addition to any right or remedy to which Rockland Green may be entitled or any criminal penalty to which the violator may be liable.

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**A. Experience**

Proposers must demonstrate three (3) years' experience with collecting, transporting and disposing of Solid Wastes consistent with the scope of work contained herein. Proposers must complete and submit Business Proposal Form 4 (Proposer's Qualifications).

**B. Proposer's Equipment**

Proposers must submit an inventory and description of equipment to be used in the performance of the Contract Services. The description shall also include the intended purpose of the equipment.

**C. Key Personnel Staffing Charts and Organization**

Proposers must submit resumes of management, supervisory, and maintenance personnel assigned to the performance of the Contract Service as well as organization charts to identify the functions of such key personnel.

**D. Financial Information**

The Proposer must document its financial capabilities consistent with the requirements of this RFP, including the provision of three years' audited financial statements. Information on Proposer's access to bank lines of credit, revolving credit agreements, or other sources of short-term liquidity.

**E. Non-Financial Information**

All Proposers must submit the following non-financial information with their Proposals:

1. Off-balance sheet liabilities, including contingent liabilities.
  - a. Operating guarantees on current projects.
  - b. Other contractual relationships, including corporate affiliations, partnerships, subcontracts, and/or joint ventures.

**5.13 Proposal Bond and Security Instruments for the Service Contract**

**A. Proposal Bond**

Each Proposal must be accompanied by a certified check or a cashier's check drawn on a bank in good standing, payable to the order of Rockland Green, in a sum equal to ten percent

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(10%) of the total annual amount of the Proposal for the first year, or a Proposal bond, in the amount of ten percent (10%) of the total annual amount of the Proposal for the first year, in a form acceptable to Rockland Green, issued by a surety authorized to issue such bonds in the State of New York. The bond shall provide that prior to the expiration or termination of the bond, the Proposer shall (1) if so requested by Rockland Green, negotiate an agreement with Rockland Green and (2) if Rockland Green selects the Proposer's Proposal as the most favorable Proposal, enter into the Service Contract. If the Proposer fails to comply with the above, the surety will pay to Rockland Green, as liquidated damages, the full amount of the Proposal bond or, as applicable; the certified check shall become the payment property of Rockland Green and be deposited in Rockland Green's accounts.

Any Proposal bond must be valid for at least 180 days from the Proposal submission date. If the Service Contract has not been executed prior to the expiration of the proposal bond, Rockland Green may require the renewal of the Proposal bond for an additional 180 days. No Proposal will be considered, unless it is accompanied by the required certified check or Proposal bond. The form of the Proposal Bond, which must be submitted, is described in Business Proposal Form 8.

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

**B. Security for Performance - Performance Bond**

As of the effective date of the Service Contract and throughout the term of the Service Contract, the Contractor shall provide and maintain an operations performance bond for the Contract Services in an amount equal to not less than one hundred percent (100%) of the total annual awarded amount of the Service Contract for that year.

The performance bond shall be provided to Rockland Green prior to the Service Commencement Date. Each subsequent bond shall be provided to Rockland Green no later than thirty (30) days prior to the expiration of the then current bond at the defined value of that year's Contract Services. The failure by the Contractor to provide such bond by such date shall constitute

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an immediate event of default. The performance bond underwriter or surety must appear on the United States Treasury's listing of approved sureties (Department Circular 570) and all sureties must be licensed to transact business in New York as a surety company and shall be approved by Rockland Green. The expenses of meeting and maintaining this bond requirement are the sole responsibility of the Contractor.

The Proposer shall provide a letter from a surety evidencing its ability to obtain a Performance Bond in the amount required herein and in the form provided with this RFP at Proposal Form 13.

The bond must provide that in the event of a default by the Proposer in payment of compensation due to Rockland Green or in the event of other loss to Rockland Green, arising from the Company's performance of the Service Contract, Rockland Green may draw down such sums immediately upon presentation of the instrument without notice to the Proposer.

**5.14 Required Insurance**

The Contractor shall maintain the Required Insurance set forth below and issued by an insurance carrier satisfactory to Rockland Green to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury, or damage. Such insurance shall be maintained at the Contractor's sole expense. Deductibles shall not exceed \$10,000.

The Proposer must provide evidence with its Proposal that demonstrates the ability to obtain the Required Insurance set forth herein.

The Contractor must obtain the following types and minimum amounts, not including deductible, of insurance (the "Required Insurance"):

(1) Commercial liability due to injury or death to persons and damage to property shall be not less than \$1,000,000 as to each occurrence and \$2,000,000 aggregate;

(2) Automobile liability due to injury or death to persons and damage to property shall be not less than \$1,000,000 per person and \$1,000,000 per accident;

(3) Worker's compensation coverage in the statutory amounts required by New York State Law;

(4) Employer's liability due to injury or property damage shall be not less than



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\$1,000,000 per occurrence;

(5) Excess liability shall not be less than \$5,000,000; and

(7) Pollution liability shall not be less than \$1,000,000.00.

The Company will name the “Rockland County Solid Waste Management Authority trade name Rockland Green”, Village, and their officers, agents, employees, and consultants as additional insured parties on all insurance policies required herein, except for workers’ compensation and employer’s liability coverages.

Each party to the Service Contract will waive the subrogation rights of its various insurance carriers in favor of the other party.

**5.15 Mark-Up/Exceptions to Service Contract**

A draft Service Contract is being distributed to the Proposers with this RFP. The draft Service Contract will be the definitive statement of mutual responsibilities and liabilities of Rockland Green and the Proposer. As a draft Rockland Green reserves the right to modify the Service Contract. In the event of a conflict between the Service Contract and other sections of the RFP, the provision more favorable to Rockland Green shall govern. Proposers must review and provide a markup of the draft Service Contract. The Proposer **must** provide a list of all items or a mark-up of the Service Contract indicating the provisions to which the Proposer does not agree, and the specific text of any proposed modifications must be clearly marked on the document or appended to the document in clearly typed riders.. Proposers must include all comments to the Service Contract with their Proposals. Rockland Green will not consider subsequent comments or exceptions thereto. Although modifications to the draft Service Contract are acceptable, the extent of Proposer deviation from such terms shall be considered as an evaluation criteria, as set forth below.

**5.17 Withdrawal of Proposal**

A Proposer may correct, modify or withdraw a Proposal by written notice received by Rockland Green, prior to the time and date set for the receipt of proposals. For any proposals received by Rockland Green, minor informalities may be waived or the Proposer may be allowed

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to correct them. No Proposal may be withdrawn, altered or otherwise modified after the time and date set for the submission of proposals. Rockland Green reserves the right to retain all submitted Proposals for official record purposes or to dispose of any and all copies of Proposals in whatever manner it deems appropriate in accordance with Applicable Law. All Proposals are the property of Rockland Green and will not be returned. Rockland Green will use its best efforts to prevent the unauthorized disclosure of proprietary information, provided same is properly identified in accordance with this RFP. In no event will Rockland Green assume liability for any loss, damage, or injury, which may result from any disclosure or use of marked data within Proposals. Each Proposal shall be binding for a period of one hundred eighty (180) days after the date set for submission of Proposals.

**5.18 Subcontractor(s)**

Proposers are required to provide to Rockland Green, along with their Proposals, a list of Subcontractors proposed for the performance of the Contract Services, if any. Proposers must also submit with their Proposals, the Subcontractor's experience, financial ability or other qualifications to Rockland Green. Rockland Green shall have the right to approve any and all Subcontractors. The approval or withholding thereof by Rockland Green of any proposed Subcontractor shall not create any liability of Rockland Green to the Contractor, to third parties or otherwise.

**SECTION 6.0 EVALUATION OF PROPOSALS**

**6.1 Evaluation Criteria**

This section describes Rockland Green's proposal evaluation process and criteria.

Rockland Green will evaluate the total annual costs to Rockland Green, for the Contract Services described herein, of each Proposal and Proposer's ability and willingness to meet all of the Proposer's responsibilities. Each section of a Proposal will be evaluated in terms of the commitments made, the completeness and the reliability of the approach taken, and compliance with the requirements and the instructions provided in the RFP. A Contractor's failure to adequately respond to all of the technical and pricing requirements in this RFP, to accurately

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complete the Business, Price, and Technical Proposal Forms, to disclose violations of environmental or other applicable laws, codes or regulations, or to provide other business-related information required in the RFP, shall be grounds to deem a proposal as non-responsive.

Selection will not be solely based on the lowest cost, although cost will be a factor in the evaluation process.

After evaluating the proposals, Rockland Green may short-list Proposers for interviews and enter into contract negotiations with one (1) or more Proposers who meets Rockland Green's evaluation criteria and whose proposals are regarded as most advantageous to Rockland Green

## **6.2 Evaluation Team**

The proposal evaluation and selection process described in this Section will be conducted by an evaluation team led by Rockland Green. The team will comprise personnel from Rockland Green and its technical, legal, and financial consultants. The team will review and evaluate proposals and select one (1) or more Proposers with whom Rockland Green will conduct negotiations.

## **6.3 Proposal Evaluation**

After determining the overall administrative completeness and responsiveness of the Proposals to the RFP requirements, the evaluation team will conduct an evaluation of responsive proposals based on the following criteria. It is incumbent upon the Proposer to completely address each of these factors:

- a. Qualifications and Relevant Experience;
- b. Viability of Proposed Services;
- c. Project Organization;
- d. Ability to Comply with Flow Control and Applicable Law generally;
- e. References;
- f. Proposer's Financial Capability; and
- g. Proposed Service Contract.

The following is a description of the factors to be considered for each technical evaluation criterion listed above.

- (a) Qualifications and Relevant Experience

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Rockland Green requires that Proposers have qualifications and previous experience with similar projects and in performing services similar to the Contract Services. The adequacy of staffing and the training/experience of key management and technical personnel will be evaluated based on review of resumes and qualifications submitted by the Proposer.

(b) Viability of Plan of Service

The technical viability of the hauling and disposal elements of the proposal will be evaluated. The plan of service will be evaluated to determine its reliability, operability, and flexibility.

(c) Project Organization

Rockland Green will evaluate the appropriateness, adequacy, and flexibility of the Proposer's organizational structure for managing the project and will also determine whether the Proposal demonstrates the Proposer's ability to procure necessary equipment and provide the Contract Services.

(d) Ability to Comply with Flow Control and Applicable Law

Proposers must demonstrate knowledge of, and intent to comply with, Applicable Law, including but not limited to, Federal, State, and local laws, regulations, and standards that are applicable to the hauling and disposal activities associated with the Contract Services, particularly the Flow Control Law. The Proposer will be responsible for complying with conditions set forth in any permit, registration, or approval issued by Federal, State, or local jurisdictions. A Proposer's compliance with Applicable Law will be a factor in the evaluation of the Proposals. A Proposer's record of compliance with Flow Control or similar laws in other jurisdictions, and environmental regulations, will factor heavily into the evaluation process, and in certain circumstances, violations of the Flow Control Law, or similar laws in other jurisdictions, may serve as a key factor in the evaluation process.

(e) References

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Rockland Green may contact the Business and Financial references provided and contact relevant regulatory agencies, and evaluate the Proposer based on the information received.

(f) Financial Capabilities

Financial soundness of the Proposer or any other organization that is a member of the Proposer's team, as applicable, will be an important criterion in the evaluation process. Rockland Green requires that Proposers demonstrate the ability to secure or provide the necessary financial resources to perform the Contract Services.

(g) Service Contract

The evaluation will also be based on the degree to which the Proposer accepts the risk posture and general business deal set forth in the draft Service Contract. As required and explained in Section 5.15 hereof, the Proposer **must** provide a list of all items or a mark-up of the Service Contract. This criterion will also be used to assess the degree of risk which the Proposer is judged to be assuming under the terms of the Proposal, recognizing that excessive risk assumption by the Proposer may produce unreasonable risk to Rockland Green in terms of non-performance, delay, and litigation. Factors will include the achievability, durability, and reliability of the proposed approach to providing the Contract Services. Although modifications to the draft Service Contract are acceptable, the extent of Proposer deviation from such terms shall be considered as part of this evaluation criteria.

**6.4 Cost Evaluation**

The Price Proposal will be evaluated using total annual costs to Rockland Green for the Contract Services described herein, as proposed by the Proposers on the Price Proposal Form. Proposer are strongly advised to submit pricing wholly consistent with the RFP, then to clearly delineate any caveats or exceptions to baseline pricing. The contract cost shall be quoted for each year of the five (5) year Contract Term and be broken down into the total cost of collecting and transporting of Solid Wastes for the listed units for the Village, as provided in the Price Proposal Form. Total price is used solely for the purpose of evaluating the Proposal. Rockland Green shall

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utilize the prices proposed per unit to verify and correct, if necessary, the Proposers' total price calculations. In addition, the per unit prices are used to calculate payment due to the contractor as discussed in Section 4.13 hereof. The verified and corrected total prices shall be utilized by Rockland Green as one basis of evaluation.

Where separate prices are required by this RFP for specific services, such prices are understood to be independent and separable. Accordingly, elimination or modification by Rockland Green of any portion of the proposed scope of services should not affect the price proposed for any other portion of the scope of services. Rockland Green will reserve the right after contract award to modify the scope of services within the limits of Applicable Law.

Proposers are required to including pricing for both Curbside and Back Door collection. Rockland Green reserves the right to choose to enter into a Service Contract for either Curbside or Back Door collection.

The New York State Tax Law has been amended to exempt from sales and use taxes, imposed under Article 28 and pursuant to Article 29 thereof, the sale or use of tangible property incorporated in structures, buildings, or real property owned by an exempt organization. Rockland Green is an exempt organization, and, therefore, Proposers should not include sales and use Tax in their Proposals.

**6.7 Award/Rejection of Proposal**

An award will be made to the Proposer whose Proposal conforms to the RFP and is considered most advantageous to Rockland Green, and not necessarily on the basis of price or any other single factor, considering the Evaluation Criteria set forth in this section. Rockland Green reserves the right to inspect a Proposer's vehicles and/or facilities prior to award of any Proposal.

Rockland Green reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make an award in a manner consistent with law, deemed in the best interest of Rockland Green. Rockland Green shall continue to explore and evaluate all options available to it for Solid Wastes collection and transportation services in the Contract Area and may avail itself of any available option and not award any contract under this RFP.

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The successful Proposer will be notified by a written notice, signed by a duly authorized representative of Rockland Green. No other act of Rockland Green shall constitute the award of the Proposal. The successful Proposer shall, after receiving notice of award, expeditiously return executed contract documents together with all required bonds, insurance certificates, licenses and permits necessary to perform the Contract Services as required within the Village.

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**APPENDIX A**



**PROPOSAL FORMS**

**BUSINESS PROPOSAL FORM 1  
SIGNATURE PAGE**

To Rockland Green:

The Proposer, in compliance with your Request for Proposals for Residential Solid Waste Collection, Transportation, and Disposal Services , having examined the Proposal documents and being familiar with all conditions surrounding the project, including the availability and conditions of the Village of Airmont, materials, equipment and labor, hereby proposes to furnish all labor, equipment, materials, and supplies, necessary to meet the obligations of the Proposal in accordance with the solicitation, within the time and prices set forth therein.

Proposer understands that Rockland Green reserves the right to reject any or all Proposals and to accept any item or items in any one Proposal and to waive any informalities in the RFP process.

Respectfully Submitted:

\_\_\_\_\_  
Printed Name/Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

(Seal, if corporation)

**BUSINESS PROPOSAL FORM 2  
ADDENDUM ACKNOWLEDGEMENT FORM**

The undersigned hereby acknowledges receipt of the following Addenda (if any) to the Request for Proposals for Residential Solid Waste Collection, Transportation and Disposal Contract RFP-2021-11:

Addendum No.	Dated
_____	_____
_____	_____

Person, firm or corporation making this Proposal:

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BUSINESS PROPOSAL FORM 3  
FAMILIARITY WITH VILLAGE AND CONTRACT AREA**

The undersigned, having carefully inspected the Village of Airmont and the Contract Area, either personally or through duly authorized representatives, and also having carefully read and examined the specifications for residential Solid Waste collection, transportation, and disposal in the Village of Airmont with accompanying Proposal documents and, including all affidavits, either personally or through duly authorized representatives, which documents are understood and accepted as sufficient for the purpose herein expressed, hereby agrees to comply with said requirements and to furnish all labor, equipment, services, and facilities in accordance with said specifications and affidavits, and at the costs indicated on the Proposal Forms set forth herein.

Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative)

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

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

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

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

Date: \_\_\_\_\_

Corporate Seal:

**BUSINESS PROPOSAL FORM 4  
PROPOSER QUALIFICATIONS**

**This form must be completed by each member of Proposer Team  
(Section C must be signed before a Notary Public)**

**A. General Information**

\*Firm: \_\_\_\_\_

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

\_\_\_\_\_

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

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

Contact person's contact information:

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

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

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

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

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

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

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

\_\_\_\_\_

\*Identify Joint Venture Partners, if any: \_\_\_\_\_

\_\_\_\_\_

Financial References: \_\_\_\_\_

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New York Surety: \_\_\_\_\_

Signature of person duly authorized to submit on behalf of the Proposer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\* Referred to in Forms individually and collectively as "Proposer." Information requested must be provided with respect to each party to the Proposal.

**BUSINESS PROPOSAL FORM 4  
PROPOSER QUALIFICATIONS**

**B. Business Information**

Brief history of Proposer(s) involved in the Proposal (attach additional sheets as necessary):

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

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Has Proposer ever failed to complete any contract awarded to it?

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If so, where and why:

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Has any officer or partner of Proposer ever been an officer or partner of some other organization that failed to complete a contract?

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If so, state name of individual, other organization, reason therefore and bonding company:

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In what other lines of business is Proposer directly or indirectly involved?

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**BUSINESS PROPOSAL FORM 4  
PROPOSER QUALIFICATIONS**

With what individual or entities have you been associated as partner or otherwise during the past five (5) years?

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Describe the principal and any secondary nature of your current business:

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State the length of time you have been in that business under your present name and identify all other names under which you have done business:

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Has any company and/or facility that you operated been the subject of administration or judicial action for an alleged violation of environmental or public health laws or regulations? If so, state the details and disposition:

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Has any individual, partner, shareholder, principal, owner or affiliate of your firm been the subject of administrative or judicial action for an alleged violation of state or federal laws or regulations? If so, state the details and disposition:

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Are you, your partners, joint ventures, parent company or subsidiaries a party to any legal actions that may affect be relevant to your performance of the obligations described in your Proposal? If so, identify these actions:

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**BUSINESS PROPOSAL FORM 4  
PROPOSER QUALIFICATIONS**

Is the firm, any partner, key shareholder, principal, owner or affiliate of your firm a party to or subject to any threatened or pending litigation, either civil or criminal? If so state the details:

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Has the firm, any partner, key shareholder, principal, owner or affiliate of your firm been the subject of any criminal conviction(s), indictment(s), or investigation(s)? If so, state the details:

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List any and all civil penalties, judgments, consent decrees or other sanctions within the last five (5) years, as a result of a violation of any law, rule, regulation or ordinance in connection with its business activities, by the Proposer, any affiliate of the Proposer, or any key shareholder, officer or director of the Proposer or any affiliate thereof.

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List any and all current investigations, indictments or pending litigation by any Federal, State or local jurisdiction of the Proposer, any affiliate of the Proposer or any key shareholder, officer or director of the Proposer or any affiliate thereof.

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List any and all actions occurring within the last five (5) years which have resulted in revocation or suspension of any permit or Rockland Green to do business in any Federal, State or local jurisdiction, by the Proposer, any affiliate of the Proposer, or any key shareholder, officer or director of the Proposer or any affiliate thereof.

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List any and all actions occurring in the past five (5) years that have resulted in the barring from public bidding by the Proposer, any affiliate of the Proposer, or any key shareholder, officer or director of the Proposer or any affiliate thereof.

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List any bankruptcy proceedings in the past five (5) years by the Proposer, any affiliate of the Proposer, or any shareholder, officer or director of the Proposer or any affiliate thereof. \_\_\_\_\_

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List the names, addresses, telephone numbers and contact name of municipalities or other organization, which have utilized your services. Please attach a description of each reference community detailing the equipment used for Solid Waste collection, and how it is collected, methods used for collection, such as labor requirements, collection frequency, and set out procedures:

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**C. Financial Information**

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

Date of financial statement: \_\_\_\_\_

Name of firm preparing statement: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Print or Type Name of Contractor)  
\_\_\_\_\_  
(Title)

**BUSINESS PROPOSAL FORM 4  
PROPOSER QUALIFICATIONS**

(Seal, if corporation)

\_\_\_\_\_ (Affidavit for Individual) \_\_\_\_\_ being duly sworn, deposes and says that:

a) the financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

**BUSINESS PROPOSAL FORM 5  
DISCLOSURE OF PROPOSER RESPONSIBILITY STATEMENT**

**[This form must be completed by each member of the Proposer team.]**

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

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

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

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

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

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6. List any contracts not completed on time.

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

\_\_\_\_\_

I, \_\_\_\_\_, as

\_\_\_\_\_

Name of Individual

Title

Of \_\_\_\_\_, declare under oath  
that the above

Company Name

Statements, including any supplemental responses attached hereto, are true.

\_\_\_\_\_

Signature

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_

Representing him/herself to be \_\_\_\_\_ of the Proposer.

**BUSINESS PROPOSAL FORM 6  
STATEMENT OF NON-COLLUSION**

**PROPOSER MUST SIGN THIS FORM BEFORE A NOTARY PUBLIC**

In accordance with Applicable Law, all proposals, proposals and contracts awarded or accepted by a municipality must contain a statement of non-collusion. By submission of this Proposal, the Proposer certifies that:

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer 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 knowledge and belief:

- (1) 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 Proposer or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
- (3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- (4) The person signing this Proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties of perjury, affirms the truth thereof such penalties being applicable to the Proposer, as well as to the person signing on its behalf;
- (5) The attached hereto (if a corporation Proposer) is a certified copy of resolution authorizing the execution of this certificate by the signature of this Proposal in behalf of the corporate Proposer.

Resolved that \_\_\_\_\_ be  
(Name of Individual)

authorized to sign and submit the Proposal of \_\_\_\_\_ for the  
\_\_\_\_\_ service and to certify as to non-collusion required in accordance with  
Applicable Law as the act and deed of such corporation and for any inaccuracies or misstatements in such  
certificates this corporate Proposer shall be liable under the penalties of perjury.

(SIGNATURE AND TITLE)

Sworn to before me this

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

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**BUSINESS PROPOSAL FORM 7  
DISCLOSURE STATEMENT**

**PROPOSER MUST SIGN THIS FORM BEFORE A NOTARY PUBLIC**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF )

I, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) Officer of Corp. or  
Partner or Principal

being duly sworn, deposes and swear under the penalties of perjury:

1. That is in connection with the above Proposal or Service Contract for the \_\_\_\_\_ service that no other person will have any direct or indirect interest in this Proposal except:

\_\_\_\_\_  
(in case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporation stock must be listed. Use attached sheet if necessary.)

2. That \_\_\_\_\_ related to any  
(I am not) (none of the officers or stockholders are)

officer or employee of Rockland Green except \_\_\_\_\_

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3. There is not any state or local officer or employee or a member of Rockland Green interested in such application.

\_\_\_\_\_  
(SIGNATURE AND TITLE)

Sworn to before me this

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

**Note:** It is not forbidden that individuals working for Rockland Green or other municipality Proposal on contracts but only that such interest be revealed when they do Proposal.

**BUSINESS PROPOSAL FORM 8**  
**FORM OF PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we [NAME OF PROPOSER], as Principal (hereinafter the "Proposer") and [NAME OF SURETY], a [Corporation], [Partnership] duly organized under the laws of the State of \_\_\_\_\_, as Surety, are held and firmly bound unto Rockland County Solid Waste Management Authority trade name Rockland Green, Rockland County, New York ("Rockland Green"), as Obligee, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America to be paid to Rockland Green, its successors or assigns, for which payment, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents; and

WHEREAS, the above-named Proposer has submitted or is about to submit to Rockland Green a Proposal to provide collection, transportation, and disposal services in the Village of Airmont and to provide related services as described in the Request for Proposals, dated August 10, 2020 (the "RFP"), issued by Rockland Green and covered by the Proposal submitted by the Proposer in response thereto, which Proposal is made a part hereof.

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

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shall thereafter become null and void, otherwise to remain in full force and effect unless terminated as hereinafter provided.



**BUSINESS PROPOSAL FORM 9**  
**FORM OF PROPOSAL BOND**

It is agreed that this bond shall become effective on the date the Proposal is submitted and will continue in full force and effect for three hundred sixty-five (365) days from such date of submittal (unless extended for up to an additional three hundred sixty-five (365) days) or until terminated as hereinafter provided.

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

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

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

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

SURETY  
[NAME OF SURETY]

PROPOSER  
[NAME OF PROPOSER]

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

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

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

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

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

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

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**BUSINESS PROPOSAL FORM 9  
AFFIRMATIVE ACTION PLAN**

STATE OF NEW YORK )

) ss:

COUNTY OF ROCKLAND )

\_\_\_\_\_ being duly sworn, deposes and says that he is the \_\_\_\_\_ of the \_\_\_\_\_ corporation. That \*I do (do not) employ fifteen (15) employees and \*I do (do not do) a minimum of \$50,000 per annum business with Rockland County Solid Waste Management Authority trade name Rockland Green.

Based on the above information, attached hereto is an Affirmative Action Plan or, because of the above, no Affirmative Action Plan is necessary.

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

\_\_\_\_\_

Notary Public, \_\_\_\_\_ County

\* strike out non-applicable information.

**BUSINESS PROPOSAL FORM 10  
FOIL ACKNOWLEDGEMENT FORM**

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

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

\_\_\_\_\_ The Proposal **DOES** contain trade secrets and other technical, financial or administrative data whose public disclosure could cause substantial injury to our competitive position, and we have clearly marked pages in our Proposal containing such information in accordance with Section 5.3 of the RFP.

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

Person, firm or corporation making this Proposal:

\_\_\_\_\_  
**Proposer**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

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



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**BUSINESS PROPOSAL FORM 12  
EXCEPTIONS TAKEN TO THIS RFP**

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

\_\_\_\_\_ Exceptions taken (please provide cross references as shown below):

Request for Proposal Page \_\_\_\_\_, Section \_\_\_\_\_

Exception taken: \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name/Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**BUSINESS PROPOSAL FORM 13  
FORM OF PERFORMANCE BOND AND SURETY LETTER OF INTENT**

(To be typed on Surety's Letterhead)

General Counsel  
Rockland County Solid Waste Management Authority d/b/a Rockland Green  
172 Main Street  
Nanuet, New York 10954

Dear General Counsel:

\_\_\_\_\_ (the "Proposer") has submitted herewith a Proposal in response to the Rockland County Solid Waste Management Authority's d/b/a Rockland Green ("Rockland Green") Request for Proposals ("RFP") for residential Solid Waste collection, transportation and disposal in the Village of Airmont, New York. The RFP requires the selected Proposer to enter into an agreement to provide collection, transportation and disposal services in the Village of Airmont, New York, and to comply with all applicable permits, licenses, approvals and other Applicable Law; and perform the other related and ancillary responsibilities set forth in the RFP.

The Surety has reviewed the Proposer's Proposal and the form of Performance Bond issued with the RFP, which will form the basis of the Service Contract. The Surety hereby certifies that if Rockland Green elects to require such security, it intends to issue on behalf of the Proposer as security for performance under the Service Contract, an Operations Performance Bond substantially in the form attached to the RFP and equal to one (1) year of the annualized gross Service Fee, for the benefit of Rockland Green in the event the Proposer is selected for final negotiations and execution of the Service Contract.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**BUSINESS PROPOSAL FORM 13 (continued)**  
**SURETY LETTER OF INTENT AND FORM OF PERFORMANCE BOND**  
[FORM OF PERFORMANCE BOND]

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

**KNOW ALL MEN BY THESE PRESENT**, that we \_\_\_\_\_ with a place of business at \_\_\_\_\_ as principal (the "Principal"), and \_\_\_\_\_, a corporation qualified to do business in the State of New York, with a place of business at \_\_\_\_\_ as Surety (the "Surety"), are held and firmly bound unto the Rockland County Solid Waste Management Authority d/b/a Rockland Green as Obligee (the "Obligee"), in the sum of *[insert amount and spell out bond penal sum]* lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS**, the Principal has assumed and made a contract with the Obligee, bearing the date of \_\_\_\_\_, and entitled \_\_\_\_\_ (the "Service Contract").

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

**IN THE EVENT** the Service Contract is abandoned by the Principal, or is terminated by the Obligee, the Rockland County Solid Waste Management Authority d/b/a Rockland Green, under the applicable provisions of the Service Contract, the Surety hereby further agrees that the Surety shall, if requested in writing by the Rockland County Solid Waste Management Authority d/b/a Rockland Green, promptly take all such actions as is necessary to complete said Service Contract in accordance with its terms and conditions.

**IN WITNESS WHEREFORE**, the Principal and Surety have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL SURETY

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

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[Title] [Address]

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[Phone]

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

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

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

[END OF PERFORMANCE BOND]

**BUSINESS PROPOSAL FORM 14**

**STATEMENT OF PERMIT DENIALS, REJECTIONS AND RESCISSIONS**

**[Proposers must complete this Business Proposal Form 14 for the Proposer [and for the proposed Guarantor.]**

Please indicate below whether the Proposer [or the proposed Guarantor, as applicable,] has ever been denied the issuance of a permit or license, or whether a permit or license of such entity was revoked or rescinded in Rockland County or any other jurisdiction:

**No:** \_\_\_\_\_

**Yes:** \_\_\_\_\_

If you marked "Yes", please provide the following information with respect to each denial or revocation or rescission (whether such event occurred within the State or any other jurisdiction):

1. Permit/License: \_\_\_\_\_  
\_\_\_\_\_
2. Location/Jurisdiction of Violation: \_\_\_\_\_
3. Date of application denial, or permit or license revocation or rescission:  
\_\_\_\_\_
4. Reason for denial, revocation or rescission (as applicable): \_\_\_\_\_  
\_\_\_\_\_
5. Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the extent additional space is required, Proposers may attach additional pages.

**BUSINESS PROPOSAL FORM 15**  
**STATEMENT OF FLOW CONTROL VIOLATIONS**

Please indicate below whether you have ever received a flow control violation in any jurisdiction, including Rockland County:

**No:** \_\_\_\_\_

**Yes:** \_\_\_\_\_

If you marked "Yes", please provide the following information for **each** notice of violation received in connection with flow control (whether such event occurred within Rockland County or any other jurisdiction):

1. Date of Notice of Violation: \_\_\_\_\_

2. Location/Jurisdiction of Violation: \_\_\_\_\_

3. Description of Violation: \_\_\_\_\_

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

4. Disposition of Violation (include relevant dates): \_\_\_\_\_

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

5. Additional Comments: \_\_\_\_\_

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

To the extent additional space is required, Proposers may attach additional pages.

**BUSINESS PROPOSAL FORM 16**  
**STATEMENT OF PREVAILING WAGE LAW VIOLATIONS**

Please indicate below whether the Proposer, an Interested Party of the Proposer, a Predecessor Company, or an Interested Party of a Predecessor Company, has ever been investigated for and/or found to be in violation of the Prevailing Wage Law in New York State or any similar law in any other jurisdiction:

**No:** \_\_\_\_\_

**Yes:** \_\_\_\_\_

If you marked "Yes", please provide the following information for **each** notice of violation received in connection with the payment of prevailing wages (whether such event occurred within the State or any other jurisdiction):

1. Date of Notice of Violation: \_\_\_\_\_

2. Location/Jurisdiction of Violation: \_\_\_\_\_

3. Description of Violation: \_\_\_\_\_

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

4. Disposition of Violation (include relevant dates): \_\_\_\_\_

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

5. Additional Comments: \_\_\_\_\_

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

To the extent additional space is required, Proposers may attach additional pages.

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**PRICE PROPOSAL FORM 1**  
**Pricing for Year - 1**

**# of Units**

2292

\_\_\_\_\_  
Price Proposal Per Single Family Unit

\_\_\_\_\_  
Price Proposal Per Single Family in Words

\_\_\_\_\_  
Total Price (Single Family)

17

\_\_\_\_\_  
Price Proposal Per Two-Family Unit

\_\_\_\_\_  
Price Proposal Per Two-Family in Words

\_\_\_\_\_  
Total Price (Two-Family)

18

\_\_\_\_\_  
Price Proposal Per Multi-Family Unit

\_\_\_\_\_  
Price Proposal Per Multi-Family in Words

\_\_\_\_\_  
Total Price (Multi-Family Unit)

7

\_\_\_\_\_  
Price Proposal Per Waste Receptacle

\_\_\_\_\_  
Price Proposal Per Waste Receptacle

\_\_\_\_\_  
Total Price (Waste Receptacle)

1

\_\_\_\_\_  
Price Proposal for Village Hall

\_\_\_\_\_  
Price Proposal for Village Hall

\_\_\_\_\_  
Total Price (Village Hall)

**YEAR 1: Sum of Total Prices:** \_\_\_\_\_

**Total Proposal Amount in Words:** \_\_\_\_\_

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**PRICE PROPOSAL FORM 1**  
**Pricing for Year - 2**

**# of Units**

2292

\_\_\_\_\_  
Price Proposal Per Single Family Unit

\_\_\_\_\_  
Price Proposal Per Single Family in Words

\_\_\_\_\_  
Total Price (Single Family)

17

\_\_\_\_\_  
Price Proposal Per Two-Family Unit

\_\_\_\_\_  
Price Proposal Per Two-Family in Words

\_\_\_\_\_  
Total Price (Two-Family)

18

\_\_\_\_\_  
Price Proposal Per Multi-Family Unit

\_\_\_\_\_  
Price Proposal Per Multi-Family in Words

\_\_\_\_\_  
Total Price (Multi-Family Unit)

7

\_\_\_\_\_  
Price Proposal Per Waste Receptacle

\_\_\_\_\_  
Price Proposal Per Waste Receptacle

\_\_\_\_\_  
Total Price (Waste Receptacle)

1

\_\_\_\_\_  
Price Proposal for Village Hall

\_\_\_\_\_  
Price Proposal for Village Hall

\_\_\_\_\_  
Total Price (Village Hall)

**YEAR 2: Sum of Total Prices:** \_\_\_\_\_

**Total Proposal Amount in Words:** \_\_\_\_\_

**PRICE PROPOSAL FORM 1**  
**Pricing for Year - 3**

**# of Units**

2292

\_\_\_\_\_  
Price Proposal Per Single Family Unit

\_\_\_\_\_  
Price Proposal Per Single Family in Words

\_\_\_\_\_  
Total Price (Single Family)

17

\_\_\_\_\_  
Price Proposal Per Two-Family Unit

\_\_\_\_\_  
Price Proposal Per Two-Family in Words

\_\_\_\_\_  
Total Price (Two-Family)

18

\_\_\_\_\_  
Price Proposal Per Multi-Family Unit

\_\_\_\_\_  
Price Proposal Per Multi-Family in Words

\_\_\_\_\_  
Total Price (Multi-Family Unit)

7

\_\_\_\_\_  
Price Proposal Per Waste Receptacle

\_\_\_\_\_  
Price Proposal Per Waste Receptacle

\_\_\_\_\_  
Total Price (Waste Receptacle)

1

\_\_\_\_\_  
Price Proposal for Village Hall

\_\_\_\_\_  
Price Proposal for Village Hall

\_\_\_\_\_  
Total Price (Village Hall)

**YEAR 3: Sum of Total Prices:** \_\_\_\_\_

**Total Proposal Amount in Words:** \_\_\_\_\_

**PRICE PROPOSAL FORM 1**  
**Pricing for Year - 4**

**# of Units**

2292	_____	_____
	Price Proposal Per Single Family Unit	Total Price (Single Family)
	_____	
	Price Proposal Per Single Family in Words	
17	_____	_____
	Price Proposal Per Two-Family Unit	Total Price (Two-Family)
	_____	
	Price Proposal Per Two-Family in Words	
18	_____	_____
	Price Proposal Per Multi-Family Unit	Total Price (Multi-Family Unit)
	_____	
	Price Proposal Per Multi-Family in Words	
7	_____	_____
	Price Proposal Per Waste Receptacle	Total Price (Waste Receptacle)
	_____	
	Price Proposal Per Waste Receptacle	
1	_____	_____
	Price Proposal for Village Hall	Total Price (Village Hall)
	_____	
	Price Proposal for Village Hall	

**YEAR 4: Sum of Total Prices:** \_\_\_\_\_

**Total Proposal Amount in Words:** \_\_\_\_\_



**PRICE PROPOSAL FORM 1**  
**Pricing for Year - 5**

**# of Units**

2292

\_\_\_\_\_  
Price Proposal Per Single Family Unit

\_\_\_\_\_  
Price Proposal Per Single Family in Words

\_\_\_\_\_  
Total Price (Single Family)

17

\_\_\_\_\_  
Price Proposal Per Two-Family Unit

\_\_\_\_\_  
Price Proposal Per Two-Family in Words

\_\_\_\_\_  
Total Price (Two-Family)

18

\_\_\_\_\_  
Price Proposal Per Multi-Family Unit

\_\_\_\_\_  
Price Proposal Per Multi-Family in Words

\_\_\_\_\_  
Total Price (Multi-Family Unit)

7

\_\_\_\_\_  
Price Proposal Per Waste Receptacle

\_\_\_\_\_  
Price Proposal Per Waste Receptacle

\_\_\_\_\_  
Total Price (Waste Receptacle)

1

\_\_\_\_\_  
Price Proposal for Village Hall

\_\_\_\_\_  
Price Proposal for Village Hall

\_\_\_\_\_  
Total Price (Village Hall)

**YEAR 5: Sum of Total Prices:** \_\_\_\_\_

**Total Proposal Amount in Words:** \_\_\_\_\_

**PRICE PROPOSAL FORM 1**

**SOLID WASTE COLLECTION, TRANSPORTATION,  
AND DISPOSAL CONTRACT**

**Year 1** Total Proposal: \$ \_\_\_\_\_

Written Quotation: \_\_\_\_\_

**Year 2** Total Proposal: \$ \_\_\_\_\_

Written Quotation: \_\_\_\_\_

**Year 3** Total Proposal: \$ \_\_\_\_\_

Written Quotation: \_\_\_\_\_

(1<sup>st</sup> potential Renewal Term)

**Year 4** Total Proposal: \$ \_\_\_\_\_

(2<sup>nd</sup> potential Renewal Term)

Written Quotation: \_\_\_\_\_

**Year 5** Total Proposal: \$ \_\_\_\_\_

(3<sup>rd</sup> potential Renewal Term)

Written Quotation: \_\_\_\_\_

Five (5) Year Total Proposal: \$ \_\_\_\_\_

(In the event Rockland Green were to exercise all three one-year Renewal Terms for a total Contract Term of five (5) years)

Written Quotation: \_\_\_\_\_

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**TECHNICAL PROPOSAL FORM 1  
EQUIPMENT DESCRIPTION**

Describe the types of equipment, including truck, manufacturer, model type, capacity (cubic yards), and age to be used for collecting Solid Waste in conformance with the terms of the Service Contract and the number of each expected to be required to perform the Contract Services.

<b>Service</b>	<b>Vehicle Manufacturer</b>	<b>Vehicle Model</b>	<b>VIN Numbers</b>	<b>Capacity</b>	<b>Age &amp; Engine Hours</b>	<b>Number To Be Used</b>
Garbage Collection						
Bulky Items Collection						
Leaves and Brush Collection						
Recyclable Materials Collection						

To the extent additional space is required, Proposers may attach additional pages.

**TECHNICAL PROPOSAL FORM 2  
YARD WASTE AND WASTE RECEPTACLES PICKUP**

**I. Yard Waste**

Identify one (1) day per week when the Contractor shall provide collection services for each of the following categories of waste: (i) Leaves, (ii) Brush, during the period of May through December 1, and (iii) Christmas Trees during the second week of January.

<b>Category of Waste</b>	<b>Proposed Collection Day</b> <b><u>Circle One</u></b>
<b>Leaves</b>	Monday, Tuesday, Wednesday, Thursday, Friday
<b>Brush</b>	Monday, Tuesday, Wednesday, Thursday, Friday
<b>Christmas Trees</b>	Monday, Tuesday, Wednesday, Thursday, Friday

**II. Municipal Waste Receptacles**

Identify two (2) days per week when the Contractor shall provide collection services for all seven waste receptacles.

<b>Category</b>	<b>Proposed Collection Day</b> <b><u>Circle One</u></b>
<b>Waste Receptacles</b>	Monday, Tuesday, Wednesday, Thursday, Friday

**APPENDIX B**

**WARNING NOTICES**









## Non-Compliance Notice

Your recyclables could not be collected today because one or more items is unacceptable.



### Do Not Place in Recycling Bins

Plastic bags, Styrofoam, hangers, appliances, toys, ceramics, mirrors, glass windows, clothing, recyclables soiled with food, paper cups & napkins, paper towels, utensils, items with mixed materials, hard covered books, items that held a hazardous substance, scrap metals, pots & pans, electronics, VCR tapes, CD's/DVD's, batteries, SHARPS, hazardous items, wood/lumber, trash, oversized items, items not listed as acceptable

### The Following Items Can Be Recycled



#### Paper & Cardboard



- > Newspapers, Junk Mail, Coupons & Envelopes
- > Smooth & Corrugated Cardboard
- > Office, Notebook & Construction Paper
- > Computer, Fax & Photo Copy Paper
- > Glossy Magazines & Catalogs
- > Soft Covered Workbooks & Telephone Books
- > Brown Grocery Bags
- > Non-metallic Wrapping Paper
- > Greeting Cards
- > Shredded Paper (place in paper bags only)



#### Plastic, Metal & Glass



- > Food & Beverage Containers
- > Plastic Containers Marked #1 #2 #4 #5 #7
- > Aluminum Cans
- > Disposable Aluminum Products
- > Metal Cans
- > Green, Clear or Brown Glass Bottles & Jars
- > Paper Milk, Juice & Food Cartons
- > Juice Boxes

Thank you for recycling properly!



845-753-2200  
RocklandRecycles.com



Recycle Coach App

# Oops!

NYS Law bans the disposal of electronic waste in landfills and bans waste haulers from collecting it.

It is the consumer's responsibility to dispose of these materials properly.

Waste electronics can be brought to the Household Hazardous Waste Facility at 35 Firemen's Memorial Drive in Pomona or participating retailers.

**For more info call 845-753-2200**



**RocklandRecycles.com**

# No Plastic Bags

**Do Not place plastic bags in recycling bins.**

**Do Not place recyclables in plastic bags.**

**Recycle plastic bags and film plastics  
at local retailers.**

**For information call your  
municipality or hauler**

**Rockland Green**

**Request for Proposals 2021-11**

**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

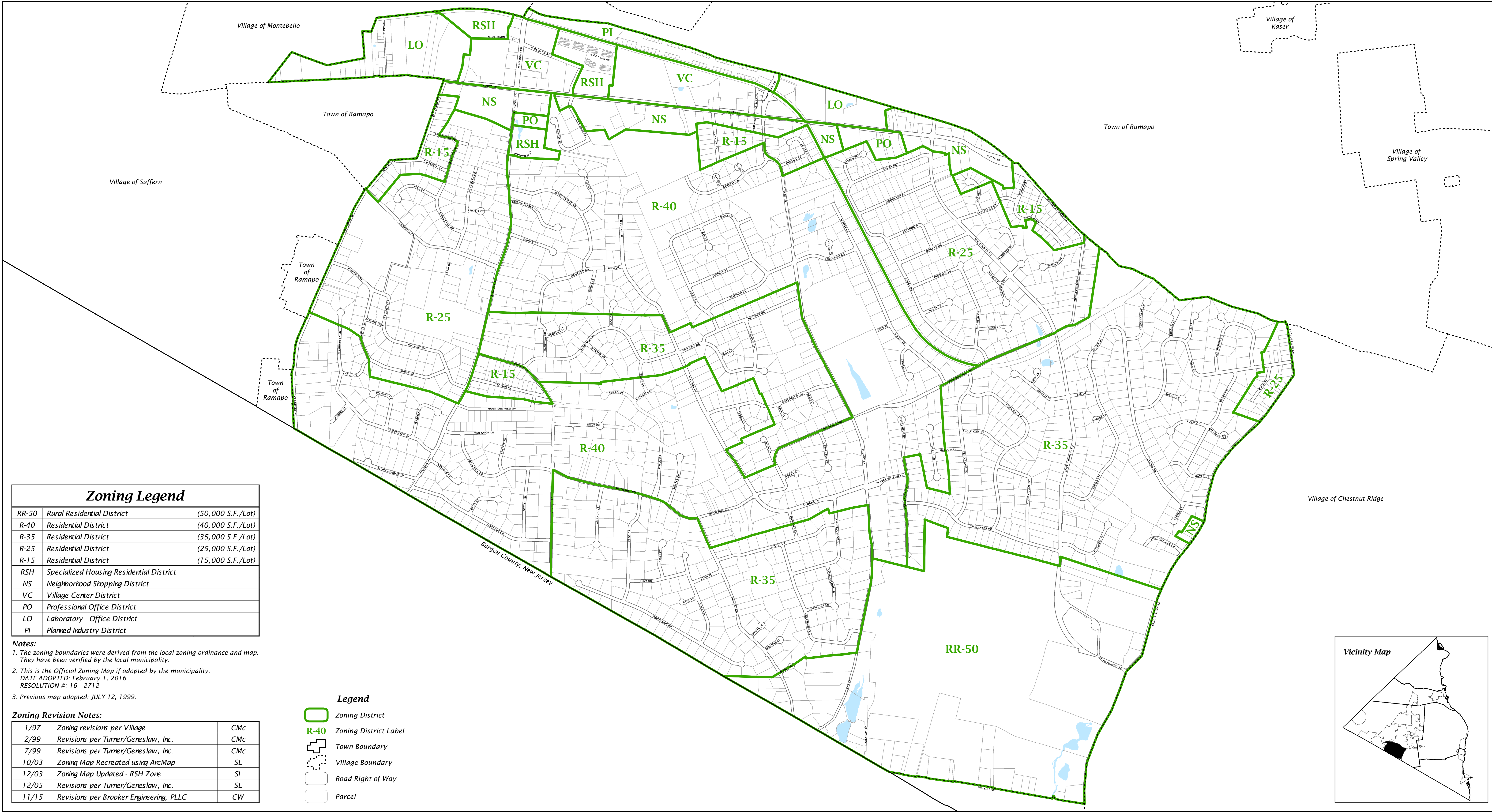
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**APPENDIX C**

**VILLAGE MAP**

# Village of Airmont - Rockland County, NY

# ZONING



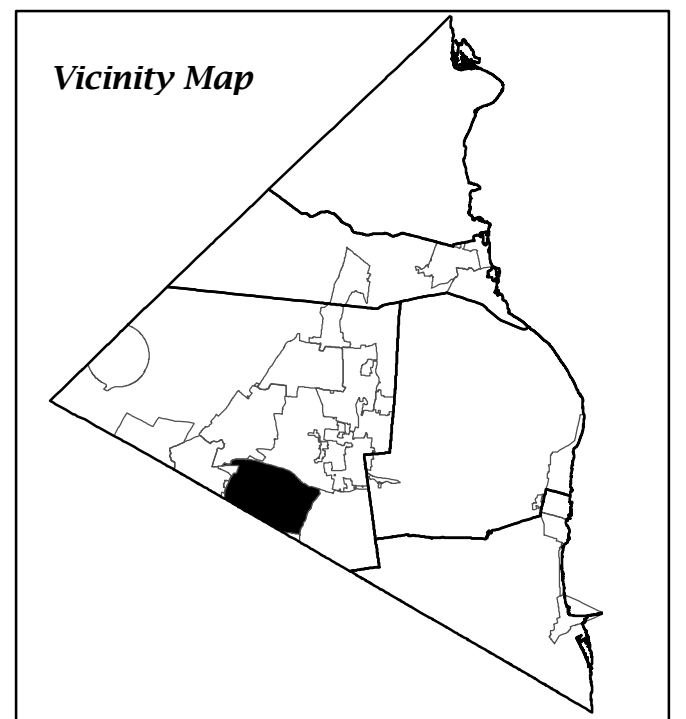
RR-50	Rural Residential District	(50,000 S.F./Lot)
R-40	Residential District	(40,000 S.F./Lot)
R-35	Residential District	(35,000 S.F./Lot)
R-25	Residential District	(25,000 S.F./Lot)
R-15	Residential District	(15,000 S.F./Lot)
RSH	Specialized Housing Residential District	
NS	Neighborhood Shopping District	
VC	Village Center District	
PO	Professional Office District	
LO	Laboratory - Office District	
PI	Planned Industry District	

- Notes:**
- The zoning boundaries were derived from the local zoning ordinance and map. They have been verified by the local municipality.
  - This is the Official Zoning Map if adopted by the municipality.  
DATE ADOPTED: February 1, 2016  
RESOLUTION #: 16 - 2712
  - Previous map adopted: JULY 12, 1999.

Date	Description	Author
1/97	Zoning revisions per Village	CMc
2/99	Revisions per Turner/Geneslaw, Inc.	CMc
7/99	Revisions per Turner/Geneslaw, Inc.	CMc
10/03	Zoning Map Recreated using ArcMap	SL
12/03	Zoning Map Updated - RSH Zone	SL
12/05	Revisions per Turner/Geneslaw, Inc.	SL
11/15	Revisions per Brooker Engineering, PLLC	CW

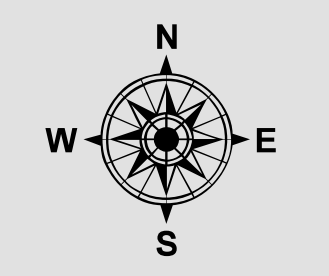
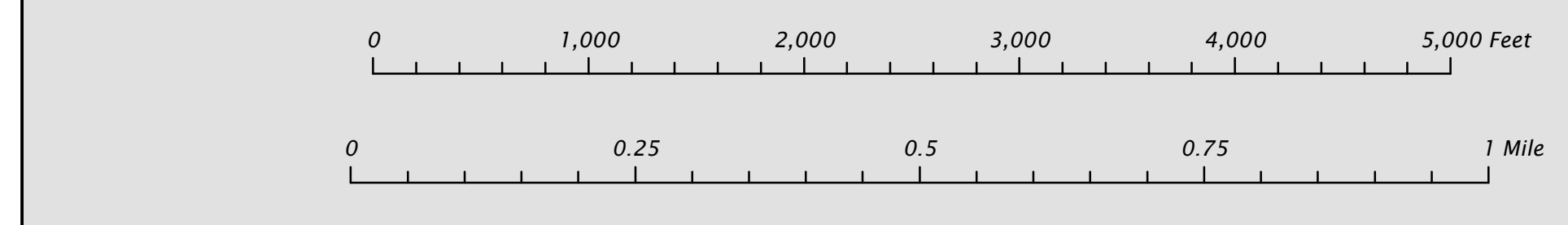
**Legend**

- Zoning District
- R-40 Zoning District Label
- Town Boundary
- Village Boundary
- Road Right-of-Way
- Parcel



This map was prepared by the Rockland County Planning Department, Geographic Information Systems Group. December 2015.

This map was prepared using the official municipal tax maps created by James W. Sewall Company (July 2015).  
As a result it may not reflect what presently exists in the field. This map is not to be used for surveying, engineering or conveyance purposes.



**APPENDIX D**

**DESIGNATED HAULER DEBARMENT CRITERIA**

### **DESIGNATED HAULER DEBARMENT CRITERIA**

Attached are the Designated Hauler Delivery Requirements and the Debarment Criteria for the delivery of Solid Waste to the Designated Disposal Facilities.

Failure to comply with these requirements will result in debarment proceedings.

Rockland Green's procedure for placing a Designated Hauler on Rockland Green's Designated Hauler debarred list is as follows:

1. **First Failure to Comply.**

Upon a Designated Hauler's first failure to comply with Rockland Green's Designated Hauler Delivery Requirements, Rockland Green will send a written notice to the Designated Hauler identifying such failure and a statement that upon the Designated Hauler's second failure to comply with the Designated Hauler Delivery Requirements, Rockland Green shall place such hauler on Rockland Green's debarred list. A copy of such notice shall be delivered by Rockland Green to the Village at the same time such notice is delivered to the Designated Hauler.

2. **Second Failure to Comply.**

Upon a Designated Hauler's second failure to comply with Rockland Green's Designated Hauler Delivery Requirements, Rockland Green will place such hauler on Rockland Green's debarred list. Rockland Green will send a written notice to the Designated Hauler stating that the Designated Hauler has been placed on Rockland Green's debarred list and is no longer allowed to deliver Acceptable Materials to the Facility site. A copy of such notice shall be delivered by Rockland Green to the Village at the same time such notice is delivered to the Designated Hauler.

Notwithstanding the procedure set forth above, the Designated Hauler may contest a warning or debarment notice by submitting a written request for a hearing regarding same to the Executive Director of Rockland Green.

Should you have any questions please feel free to contact Gerard Damiani, Jr., Executive Director, Rockland Green at (845) 753-2200.

**Rockland Green**  
**Request for Proposals 2021-11**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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**DESIGNATED HAULER REQUIREMENTS**

1. Submit evidence to Rockland Green of insurance coverages and/or bonding. Name Rockland Green as an additional insured on municipal collection agreement insurance policies.
2. Comply with Rockland Green hauling routes restrictions.
3. Deliver Acceptable Materials to the Facility Monday through Saturday, within posted receiving hours.
4. No violation of Designated Hauler Debarment Criteria.

**ROCKLAND GREEN**  
**DESIGNATED HAULER DEBARMENT CRITERIA**

The designated hauler shall not:

1. Operate vehicles in an unsafe manner at the Scale or on the Facility Site.
2. Operate uninspected or unsafe vehicles.
3. Repeatedly spill Solid Waste onto the Facility Site or local roads; and fail to cover open top vehicles containing Solid Waste, including Recyclable Materials.
4. Allow its employees to behave in a belligerent or threatening manner.
5. Fail to affix Rockland County Department of Health specified registration numbers or stickers on vehicles.
6. Fail to follow rules for vehicle weighing, queuing, tipping and circulation patterns.
7. Fail to follow designated routes or traveling on prohibited routes to the Facility Site.
8. Cause damage to the Scale, Scalehouse, Facility or the Facility Site.
9. Deliberately deliver Unacceptable Material or Hazardous Waste to the Facility.
10. Fail to remove Unacceptable Material tipped from the hauler's vehicle from the Facility and Facility Site.



**Rockland Green**

**Request for Proposals 2021-11**

**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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11. Fail to reimburse Rockland Green for its costs of handling Unacceptable Material or Hazardous Waste delivered to the Facility.
12. Failure to keep Commingled Containers separate from Commingled Paper.
13. Failure to deliver Acceptable Material collected within Rockland County.
14. Deliberately deliver of Acceptable Materials collected outside of Rockland County, without reporting same and payment of processing fees.
15. Fail to pay any fees which are past due to Rockland Green upon receipt of written notice.
16. Fail to supply information requested by Rockland Green, which is reasonably necessary for Rockland Green to carry out its obligations.
17. Fail to deliver Acceptable Material collected within Rockland County to an Rockland Green facility.

**Rockland Green  
Request for Proposals 2021-11  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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**APPENDIX E**

**ROCKLAND COUNTY SANITARY CODE ARTICLE XVII: RECYCLING**

Rockland County Sanitary Code

ARTICLE XVII

RECYCLING

17.1.0 - Declaration of Policy

It is hereby declared to be the policy of the Rockland Health District to protect the Public Health and Environment of the citizens of Rockland County by requiring the separation and recycling of designated materials by County residents and businesses, and to enforce such requirements. (\*Revised 6/16/10, 4/23/14.)

17.2.0 – Purpose

It is hereby declared that the purpose of this Article is to encourage and facilitate the maximum recycling practicable on the part of each and every resident and business within Rockland County. (\*Revised 6/16/10, 4/23/14.)

17.3.0 – Definitions

Whenever used in this Article, unless otherwise expressly stated or unless the context or subject matter requires a different meaning, the following terms shall have the meanings herein set forth or indicated:

17.3.1 **Deposit Items**

The term “**deposit item**” shall mean any item that can be returned to recover a previously paid deposit. (\*Added 4/23/14.)

17.3.2 **Dwelling**

The term “**dwelling**” shall mean any building or structure, which is wholly or partly used or intended to be used for living or sleeping by human occupants.

17.3.3 **Facility**

The term “**facility**” shall mean any structure other than a single or two family dwelling. (\*Revised 4/23/14.)

17.3.4 **Generated**

The term “**generated**” shall mean the point in time at which and item changes function from an item with an intended purpose to an item to be disposed of. (\*Added 4/23/14.)

17.3.5 **Hauler**

The term “**hauler**” shall mean any person that removes recyclable materials from a property. (\*Added 4/23/14.)

17.3.6 **Living Space**

The term “**living space**” shall mean space occupied for the purposes of living and sleeping. (\*Added 4/23/14.)

**Rockland County Sanitary Code**

**17.3.7 Non-Recyclable Material**

The term “**non-recyclable material**” shall mean any item not listed in 17.3.10. (\*Added 4/23/14.)

**17.3.8 Owner**

The term “**owner**” shall mean any person who, alone or jointly or severally with another: (1) shall have legal title to any facility, with or without accompanying actual possession thereof; or (2) shall have charge, care, or control of any facility, as owner, lessee, mortgagee or vendee in possession, assignee of rents, or as a receiver; an executor, administrator, trustee, or guardian of the estate of the owner. Any agent for any of the above shall be bound to comply with the provisions of this Article to the same extent as if he were the owner. (\*Revised 4/23/14.)

**17.3.9 Person**

The term “**person**” shall mean and include any individual, firm, public or private corporation, municipality, political subdivision, association, partnership, institution, public body, facility manager, condominium or townhouse association, joint stock association or any other group of individuals, and includes plural, as well as singular.

**17.3.10 Provides For**

The term “**provides for**” means to supply, furnish, arrange for, contract for, or pay for, either directly or indirectly (i.e. through taxes). (\*Added 1/20/16.)

**17.3.11 Recyclable Materials** (\*Added 4/23/14.)

The term “**recyclable materials** ” as used in this Article shall mean -

- 17.3.11.1 Mixed paper defined as any clean paper products including but not limited to newspaper, mail, cardboard, school and office paper, magazines, catalogs, telephone books, paperback books and brown grocery bags.
- 17.3.11.2 Commingled containers defined as containers made from all grades of plastic (except Styrofoam and plastic bags), aluminum, metal, and glass.
- 17.3.11.3 Construction and demolition debris defined as solid waste resulting from construction, remodeling, repair, demolition of structures, and road building. Such wastes include but are not limited to bricks, concrete and other masonry materials, lumber and asphalt.
- 17.3.11.4 Yard waste defined as grass clippings, leaves, brush and cuttings from shrubs, hedges and trees. Trees and tree stumps are exempt.
- 17.3.11.5 Scrap metals defined as white goods (stoves, refrigerators, washing machines, dishwashers and hot water heaters), metal furniture, recognizable and uncontaminated metal vehicle parts (excluding mufflers and catalytic converters and parts that contain fluids or motor oils), metal pipes, bed frames, metal sheds and other metal objects, which has been discarded or rejected as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection, having served their intended use.

**Rockland County Sanitary Code**

**17.3.12 Recycling Disposal Container**

The term “**recycling disposal container**” shall mean any container holding recyclable materials, which is emptied of contents or removed from the property by a hauler. (\*Added 4/23/14.)

**17.3.13 Recycling Receptacles**

The term “**recycling receptacle**” shall mean any container utilized to hold recyclable materials. (\*Added 4/23/14.)

**17.3.14 Shredded Mixed Paper**

The term “**shredded mixed paper**” shall mean mixed paper that has been cut into fragments. (\*Added 4/23/14.)

**17.3.15 Tenant**

The term “**tenant**” shall mean a person who uses another person’s property. (\*Added 4/23/14.)

**17.4.0 – Source Separation of Recyclable Materials**

17.4.1 All persons are required to place recyclable materials into either recycling receptacles or recycling disposal containers when generated. (\*Revised 6/16/10, 4/23/14.)

17.4.2 Commingling of recyclable materials and non-recyclable materials is prohibited. (\*Added 4/23/14.)

17.4.3 All commingled containers listed in Section 17.3.10.2 shall be drained, rinsed or wiped to remove excessive non-recyclable materials. (\*Revised 6/16/10, 4/23/14.)

17.4.4 Concrete and asphalt shall not be combined with any other construction and demolition debris listed in Section 17.3.10.3. (\*Added 6/16/10.)

17.4.5 Yard waste, scrap metal, construction and demolition debris shall be separated from other non-recyclable material when generated and shall be placed in recycling receptacles, recycling disposal containers or in a Health Department approved, signed location. (\*Added 4/23/14.)

17.4.6 Mixed paper that is destined to be shredded, shall be stored in an appropriate signed recycling receptacle or recycling disposal container. A central collection point for this material is acceptable. (\*Added 4/23/14.)

17.4.7 Shredded paper shall not be combined with non-recyclable materials. (\*Added 4/23/14.)

17.4.8 Deposit items are required to be stored in either original packaging or appropriately signed recycling receptacles or disposal containers. (\*Added 4/23/14.)

**17.5.0 – Storage and Removal of Recyclable Materials**

**Rockland County Sanitary Code**

- 17.5.1 Recycling receptacles and recycling disposal containers shall have signage identifying which recyclable material is to be placed into it and prohibiting the use of the container for non-recyclable materials. (\*Revised 6/16/10.)
- 17.5.2 Recycling receptacles present in living spaces of facilities are not required to have signage, except in the case of recycling receptacles present in common use areas. (\*Added 4/23/14.)
- 17.5.3 Recycling disposal container storage locations shall be maintained in a clean and sanitary condition. (\*Added 4/23/14.)
- 17.5.4 Recycling disposal containers must be marked to identify the user(s). (\*Added 4/23/14.)
- 17.5.5 Recycling receptacles and recycling disposal containers must be present in close proximity, accessible and in sufficient numbers to hold recyclable materials that are generated. (\*Added 4/23/14.)
- 17.5.6 In locations where mixed paper or commingled containers are generated, recycling receptacles and recycling disposal containers for these items must be located adjacent to any non-recyclable material containers. (\*Added 4/23/14, Revised 1/20/16.)
- 17.5.7 Recycling receptacles are not required to be present in bathrooms. (\*Added 4/23/14, Revised 1/20/16.)
- 17.5.8 Providing for Recyclable Material Containers
  - 17.5.8.1 If Owner provides for Non-Recyclable Material containers (i.e., garbage containers), Owner must provide for Recycling Receptacles and Recycling Disposal Containers. (\*Added 1/20/16.)
  - 17.5.8.2 If Tenant provides for Non-Recyclable Material containers (i.e., garbage containers), Tenant must provide for Recycling Receptacles and Recycling Disposal Containers. (\*Added 1/20/16.)
- 17.5.9 Providing for Removal of Recyclable Materials
  - 17.5.9.1 If Owner provides for removal of Non-Recyclable Material (i.e., garbage) from the property, Owner must provide for removal of Recyclable Materials from the property. (\*Added 1/20/16.)
  - 17.5.9.2 If Tenant provides for removal of Non-Recyclable Material (i.e., garbage) from the property, Tenant must provide for removal of Recyclable Materials from the property. (\*Added 1/20/16.)

**17.6.0 – Notification Requirements**

If the owner provides recycling receptacles and / or recycling disposal containers, the owner is responsible for notifying all residents or tenants as to the requirement to recycle and identifying the location of recycling receptacles and recycling disposal containers. (\*Added 4/23/14.)

**17.7.0 - Mandatory Reporting Requirements**

- 17.7.1 The following persons shall complete and submit a recycling plan on a form designated by the Rockland County Health Department every 5 years: (\*Revised 6/16/10, 4/23/14.)
  - 17.7.1.1 Owners of any facility. Separate plans must be submitted for facilities on separate tax parcels. (\*Added 4/23/14.)

**Rockland County Sanitary Code**

17.7.1.2 Tenants occupying space, other than living space, within any facility. (\*Added 4/23/14.)

17.7.2 Change in ownership of a facility shall require the completion and submission of a new recycling plan within 30 days of transfer of ownership. (\*Added 4/23/14.)

**17.8.0 - Mandatory Display**

All facilities shall display a recycling sign provided by the Health Department in a prominent location adjacent to main entrance. This sign must be visible and shall not be covered in any way. (\*Added 4/23/14.)

**17.9.0 - Severability**

If any part of this Article is found to be invalid by a court of competent jurisdiction, the remaining sections shall remain in full force and effect.

**17.10.00 – Fee**

A fee shall be charged for review of each recycling plan submitted in accordance with Article I of the Rockland County Sanitary Code. This fee shall be paid by cash, check or money order made payable to the Commissioner of Finance of Rockland County. Payment shall accompany the submission of the recycling plan. (\*Added 6/16/10, Revised 4/23/14.)

**17.11.0 - Effective Date**

Article XVII became effective on May 1, 2000. Revised: June 1, 2003, October 26, 2005, June 18, 2008. Added to and revised June 16, 2010, April 23, 2014, January 20, 2016.

**APPENDIX F**

**LIST OF DESIGNATED DWELLINGS**



Parcel ID	Legal Address	PropertyClassCode
21/55.07-2-3	20 STAGE ST	210
21/55.07-2-5	19 STAGE ST	210
21/55.07-2-6	21 STAGE ST	210
21/55.10-3-5	114 RT 59	210
21/55.10-3-6	118 RT 59	210
21/55.10-3-9	126 RT 59	210
21/55.11-1-2	16 STAGE ST	210
21/55.11-1-3	12 STAGE ST	210
21/55.11-1-4	10 STAGE ST	210
21/55.11-1-5	6 STAGE ST	210
21/55.11-1-6	2 STAGE ST	210
21/55.11-1-8	140 RT 59	210
21/55.11-1-10	1 STAGE ST	210
21/55.11-1-11	3 STAGE ST	210
21/55.11-1-12	5 STAGE ST	210
21/55.11-1-13	9 STAGE ST	210
21/55.11-1-14	13 STAGE ST	210
21/55.11-1-19	168 RT 59	210
21/55.11-3-2	4 BROOKSIDE AV	210
21/55.11-3-3	6 BROOKSIDE AV	210
21/55.11-3-4	8 BROOKSIDE AV	210
21/55.11-3-5	10 BROOKSIDE AV	210
21/55.11-3-6	12 BROOKSIDE AV	210
21/55.11-3-7	14 BROOKSIDE AV	210
21/55.11-3-8	48 VAN ORDEN AV	210
21/55.11-3-9	50 VAN ORDEN AV	210
21/55.11-3-10	52 VAN ORDEN AV	210
21/55.11-3-11	54 VAN ORDEN AV	210
21/55.11-3-12	56 VAN ORDEN AV	210
21/55.11-3-13	13 AIRMONT RD S	210
21/55.11-3-15	7 AIRMONT RD S	210
21/55.11-3-21	20 AIRMONT RD S	210
21/55.11-3-22	22 AIRMONT RD S	210
21/55.11-3-23.1	24 AIRMONT RD	210
21/55.11-3-24	23 AIRMONT RD S	210
21/55.11-3-26	19 AIRMONT RD S	210
21/55.11-3-27	11 AIRMONT RD S	210
21/55.11-3-28	20 MARY BETH DR	210
21/55.11-3-29	21 MARY BETH DR	210
21/55.11-3-30	55 VAN ORDEN AV	210
21/55.11-3-31	12 VAN DYKE AV	210
21/55.11-3-32	10 VAN DYKE AV	210
21/55.11-3-33	8 VAN DYKE AV	210
21/55.11-3-34	6 VAN DYKE AV	210
21/55.11-3-35	4 VAN DYKE AV	210
21/55.11-3-36	2 VAN DYKE AV	210

21/55.11-3-37	7 HASKELL AV E	210
21/55.11-3-38	3 VAN DYKE AV	210
21/55.11-3-39	5 VAN DYKE AV	210
21/55.11-3-40	7 VAN DYKE AV	210
21/55.11-3-41	9 VAN DYKE AV	210
21/55.11-3-42	47 VAN ORDEN AV	210
21/55.11-3-43	16 BROOKSIDE AV	210
21/55.11-3-44	18 BROOKSIDE AV	210
21/55.11-3-45	20 BROOKSIDE AV	210
21/55.11-3-46	22 BROOKSIDE AV	210
21/55.11-3-47	4 HASKELL AV E	210
21/55.11-3-48	5 HASKELL AV E	210
21/55.11-3-49	3 HASKELL AV E	210
21/55.11-3-50	1 HASKELL AV E	210
21/55.11-3-51	2 HASKELL AV	210
21/55.11-3-53	4 HASKELL AV	210
21/55.11-3-54	6 HASKELL AV	210
21/55.11-3-55	14 HASKELL AV	210
21/55.11-3-56	18 HASKELL AV	210
21/55.12-1-3.2	270 RT 59	210
21/55.12-1-12	5 TALLMAN PL	210
21/55.12-1-13	2 TALLMAN PL	210
21/55.12-1-14	4 TALLMAN PL	210
21/55.12-1-18	283 CHERRY LA	210
21/55.12-1-19	281 CHERRY LA	210
21/55.12-1-20	279 CHERRY LA	210
21/55.12-1-23	7 ABBEY RD	210
21/55.12-1-24	5 ABBEY RD	210
21/55.12-1-25	3 ABBEY RD	210
21/55.12-1-32	3 HIGHVIEW AV	210
21/55.12-1-33	5 HIGHVIEW AV	210
21/55.12-1-34	7 HIGHVIEW AV	210
21/55.12-1-35	9 HIGHVIEW AV	210
21/55.12-1-36	11 HIGHVIEW AV	210
21/55.12-1-37	13 HIGHVIEW AV	210
21/55.12-1-38	16 HIGHVIEW AV	210
21/55.12-1-39	14 HIGHVIEW AV	210
21/55.12-1-40	12 HIGHVIEW AV	210
21/55.12-1-41	10 HIGHVIEW AV	210
21/55.12-1-42	8 HIGHVIEW AV	210
21/55.12-1-43	6 HIGHVIEW AV	210
21/55.12-1-44	4 HIGHVIEW AV	210
21/55.12-1-46	279 RT 59	210
21/55.12-1-49.22	18 HIGHVIEW AVE	210
21/55.12-1-54	10 DE BAUN AV S	210
21/55.12-1-56	11 DE BAUN AV S	210
21/55.12-1-57	1 BOLGER LA	210

21/55.12-1-58	2 BOLGER LA	210
21/55.12-1-59	4 BOLGER LA	210
21/55.12-1-60	5 BOLGER LA	210
21/55.12-1-61	3 BOLGER LA	210
21/55.12-1-62	5 DE BAUN AV S	210
21/55.12-1-65	233 RT 59	210
21/55.14-2-3	12 CRAGMERE RD	210
21/55.14-2-4	14 CRAGMERE RD	210
21/55.14-2-5	16 CRAGMERE RD	210
21/55.14-2-6	1 HEMION WAY	210
21/55.14-2-7	3 HEMION WAY	210
21/55.14-2-8	18 CRAGMERE RD	210
21/55.14-2-9.1	20 CRAGMERE RD	210
21/55.14-2-9.2	22 CRAGMERE RD	210
21/55.15-2-1	24 HASKELL AV	210
21/55.15-2-2	26 HASKELL AV	210
21/55.15-2-3	28 HASKELL AV	210
21/55.15-2-4	34 CAMPBELL AV	210
21/55.15-2-5	36 CAMPBELL AV	210
21/55.15-2-6	14 BELL CT	210
21/55.15-2-7	12 BELL CT	210
21/55.15-2-8	10 BELL CT	210
21/55.15-2-9	8 BELL CT	210
21/55.15-2-10	6 BELL CT	210
21/55.15-2-11	4 BELL CT	210
21/55.15-2-12	2 BELL CT	210
21/55.15-2-13	13 VAN DYKE AV	210
21/55.15-2-14	12 VAN DYKE AV S	210
21/55.15-2-15	10 VAN DYKE AV S	210
21/55.15-2-16	8 VAN DYKE AV S	210
21/55.15-2-17	6 VAN DYKE AV S	210
21/55.15-2-18	4 VAN DYKE AV S	210
21/55.15-2-19	5 MARY BETH DR	210
21/55.15-2-20	7 MARY BETH DR	210
21/55.15-2-21	9 MARY BETH DR	210
21/55.15-2-22	11 MARY BETH DR	210
21/55.15-2-23	13 MARY BETH DR	210
21/55.15-2-24	15 MARY BETH DR	210
21/55.15-2-25	17 MARY BETH DR	210
21/55.15-2-26	19 MARY BETH DR	210
21/55.15-2-27	18 MARY BETH DR	210
21/55.15-2-28	16 MARY BETH DR	210
21/55.15-2-29	14 MARY BETH DR	210
21/55.15-2-30	27B AIRMONT RD	210
21/55.15-2-31	27A AIRMONT RD S	210
21/55.15-2-32	25 AIRMONT RD S	210
21/55.15-2-33	29 AIRMONT RD S	210

21/55.15-2-34	31 AIRMONT RD S	210
21/55.15-2-35	33 AIRMONT RD S	210
21/55.15-2-36	35 AIRMONT RD S	210
21/55.15-2-37	37 AIRMONT RD S	210
21/55.15-2-38	39 AIRMONT RD S	210
21/55.15-2-39	2 SKYLANE CT	210
21/55.15-2-40	4 SKYLANE CT	210
21/55.15-2-41	3 SKYLANE CT	210
21/55.15-2-42	1 SKYLANE CT	210
21/55.15-2-43	68 CAMPBELL AV	210
21/55.15-2-44.1	45 AIRMONT RD S	210
21/55.15-2-44.2	89 CAMPBELL AV	210
21/55.15-2-45	47 AIRMONT RD S	210
21/55.15-2-46	49 AIRMONT RD S	210
21/55.15-2-48	66 CAMPBELL AV	210
21/55.15-2-49	64 CAMPBELL AV	210
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21/55.15-2-51	3 BRIGITTE CT	210
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21/55.15-2-56	1 BRIGITTE CT	210
21/55.15-2-57	6 MARY BETH DR	210
21/55.15-2-58	4 MARY BETH DR	210
21/55.15-2-59	58 CAMPBELL AV	210
21/55.15-2-60	60 CAMPBELL AV	210
21/55.15-2-61	2 SABIN DR	210
21/55.15-2-63	6 SABIN DR	210
21/55.15-2-64	8 SABIN DR	210
21/55.15-2-65	10 SABIN DR	210
21/55.15-2-66	77 CAMPBELL AV	210
21/55.15-2-67	1 MARY BETH DR	210
21/55.15-2-68	1 VAN DYKE AV S	210
21/55.15-2-69	3 VAN DYKE AV S	210
21/55.15-2-70	5 VAN DYKE AV S	210
21/55.15-2-71	7 VAN DYKE AV S	210
21/55.15-2-72	9 VAN DYKE AV S	210
21/55.15-2-74	3 BELL CT	210
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21/55.15-2-79	38 CAMPBELL AV	210
21/55.15-2-81	44 CAMPBELL AV	210
21/55.15-2-82	46 CAMPBELL AV	210
21/55.15-2-83	48 CAMPBELL AV	210

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21/55.15-2-87	73 CAMPBELL AV	210
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21/55.15-2-90.11	7 AUTUMN CT	210
21/55.15-2-91	65 CAMPBELL AV	210
21/55.15-2-92	67 CAMPBELL AV	210
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21/55.15-2-94	21 FARVIEW TERR	210
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21/55.15-3-11	5 MADISON HILL RD	210
21/55.15-3-13	30 AIRMONT RD S	210
21/55.15-3-14	4 KRISTOFFERSEN CT	210
21/55.15-3-15	5 KRISTOFFERSEN CT	210
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21/55.15-3-29.2	44 AIRMONT RD S	210
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21/55.16-1-7	6 ADAMS LA	210
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21/55.16-1-11	80 LORNA LA N	210
21/55.16-1-12	78 LORNA LA N	210
21/55.16-1-13	76 LORNA LA N	210
21/55.16-1-14	74 LORNA LA N	210
21/55.16-1-15	72 LORNA LA N	210
21/55.16-1-16	70 LORNA LA N	210
21/55.16-1-17	68 LORNA LA N	210
21/55.16-1-18	66 LORNA LA N	210
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21/55.16-1-20	62 LORNA LA N	210
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21/55.16-1-22	58 LORNA LA N	210
21/55.16-1-23	65 LORNA LA N	210
21/55.16-1-24	1 SETH CT	210
21/55.16-1-25	3 SETH LA	210
21/55.16-1-26	4 SETH LA	210
21/55.16-1-27	2 SETH LA	210
21/55.16-1-28	71 LORNA LA N	210
21/55.16-1-29	73 LORNA LA N	210
21/55.16-1-30	75 LORNA LA N	210
21/55.16-1-31	77 LORNA LA N	210
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21/55.16-2-2.3	85 LORNA LA N	210
21/55.16-2-2.4	86 LORNA LA N	210
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21/55.16-2-4	16 ANNETTE LA	210
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21/55.16-2-16	2 EILEEN CT	210
21/55.16-2-17	5 ANNETTE LA	210
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21/55.16-2-36	42 DAWN LA	210
21/55.16-2-37	44 DAWN LA	210
21/55.16-2-38	46 DAWN LA	210
21/55.16-2-39	48 DAWN LA	210
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21/55.16-2-44	31 DAWN LA	210
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21/55.16-2-46	27 DAWN LA	210
21/55.16-2-47	25 DAWN LA	210
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21/55.16-2-55	2 AYR CT	210
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21/55.16-2-57	17 DAWN LA	210
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21/55.16-2-61	9 DAWN LA	210
21/55.16-2-62	9 TWINKLE RD	210
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21/55.16-2-71	10 TWINKLE RD	210



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21/55.16-2-74	10 DAWN LA	210
21/55.16-2-75	12 DAWN LA	210
21/55.16-2-76	14 DAWN LA	210
21/55.16-2-77	16 DAWN LA	210
21/55.16-2-78	18 DAWN LA	210
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21/55.18-2-3	16 AMUNDSEN LA N	210
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21/55.18-2-9	4 AMUNDSEN LA N	210
21/55.18-2-10	2 AMUNDSEN LA N	210
21/55.18-2-11	7 LARCH CT	210
21/55.18-2-12	1 AMUNDSEN LA S	210
21/55.18-2-13	1 AMUNDSEN LA N	210
21/55.18-2-14	3 AMUNDSEN LA N	210
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21/55.18-2-16	7 AMUNDSEN LA N	210
21/55.18-2-17	9 AMUNDSEN LA N	210
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21/55.18-2-40	4 LARCH CT	210
21/55.18-2-41	9 AUGUR RD	210

21/55.18-2-42	7 AUGUR RD	210
21/55.18-2-43	5 AUGUR RD	210
21/55.18-2-44	3 AUGUR RD	210
21/55.18-2-45	1 AUGUR RD	210
21/55.18-2-46	3 FARVIEW TERR	210
21/55.18-2-47	1 FARVIEW TERR	210
21/55.18-2-48	5 HEMION WAY	210
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21/55.19-1-5	17 FARVIEW TERR	210
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21/55.19-1-9	9 FARVIEW TERR	210
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21/55.19-1-11	6 PROVOST DR	210
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21/55.19-2-33	5 HAMPTON RD	210

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21/55.19-3-7	16 CHURCH RD	210
21/55.19-3-8	16A CHURCH RD	210
21/55.19-3-9	18 CHURCH RD	210
21/55.19-3-10	27 UTOPIAN PL	210
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21/55.19-3-24	76 AIRMONT RD S	210
21/55.19-3-25	2 UTOPIAN PL	210
21/55.19-3-27	2B UTOPIAN PL	210
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21/55.19-3-41	11 MOUNTAIN VIEW AV	210
21/55.19-3-42	13 MOUNTAIN VIEW AV	210
21/55.19-3-44	15 MOUNTAIN VIEW AV	210

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21/55.19-3-45.2	17 MOUNTAIN VIEW AV	210
21/55.19-3-46	82 AIRMONT RD S	210
21/55.19-3-47	84 AIRMONT RD S	210
21/55.19-3-48	22 MOUNTAIN VIEW AV	210
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21/55.19-3-53	16 MOUNTAIN VIEW AV	210
21/55.19-3-55	14 MOUNTAIN VIEW AV	210
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21/55.19-3-66	8 MOUNTAIN VIEW AV	210
21/55.19-3-67	32 CHURCH RD	210
21/55.19-3-69	6 MOUNTAIN VIEW AV	210
21/55.19-3-70	28 UTOPIAN PL	210
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21/56.09-2-25	369 RT 59	210
21/56.09-2-26	367 RT 59	210
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21/56.09-2-62	8 PHILLIPS DR	210



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21/56.09-2-67	3 PHILLIPS DR	210
21/56.09-2-68	1 PHILLIPS DR	210
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21/56.09-2-70	278 CHERRY LA	210
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21/56.14-1-63	35 NEW COUNTY RD	210
21/56.14-1-64	33 NEW COUNTY RD	210
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21/56.14-1-69	2 MURRAY DR	210
21/56.14-1-70	29 NEW COUNTY RD	210
21/56.14-1-71	27 NEW COUNTY RD	210
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21/56.14-1-75	19 NEW COUNTY RD	210
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21/56.14-2-5	16 MONSEY HGTS RD	210
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21/56.14-2-12	17 BESEN PKWY	210
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21/56.14-2-14	4 KENNETH ST	210
21/56.14-2-15	2 KENNETH ST	210
21/56.14-2-16	18 MONSEY HGTS RD	210
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21/56.14-2-28	5 MONSEY HGTS RD	210

21/56.14-2-30	9 MONSEY HGTS RD	210
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21/56.14-2-33	72 MONSEY HGTS RD	210
21/56.14-2-34	70 MONSEY HGTS RD	210
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21/56.14-2-45	35 BESEN PKWY	210
21/56.14-2-46	33 BESEN PKWY	210
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21/56.14-2-54	5 KENNETH ST	210
21/56.14-2-55	22 BESEN PKWY	210
21/56.14-2-56	24 BESEN PKWY	210
21/56.14-2-57	26 BESEN PKWY	210
21/56.14-2-58	28 BESEN PKWY	210
21/56.14-2-59	30 BESEN PKWY	210
21/56.14-2-60	32 BESEN PKWY	210
21/56.14-2-62	18 BESEN PKWY	210
21/56.14-2-63	16 BESEN PKWY	210
21/56.14-2-64	14 BESEN PKWY	210
21/56.14-2-65	12 BESEN PKWY	210
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21/56.14-2-68	8 APPLELAND RD	210
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21/56.14-2-70	4 APPLELAND RD	210
21/56.14-2-71	2 APPLELAND RD	210
21/56.14-2-72	6 BESEN PKWY	210
21/56.14-2-73	4 BESEN PKWY	210
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21/56.17-1-4	4 HEATHER DR	210
21/56.17-1-5	241 CHERRY LA	210

21/56.17-1-6.1	2A HEATHER DR	210
21/56.17-1-6.2	2 HEATHER DR	210
21/56.17-1-10	229 CHERRY LA	210
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21/56.17-1-12	225 CHERRY LA	210
21/56.17-1-14	221 CHERRY LA	210
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21/56.17-1-19	209 CHERRY LA	210
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21/56.17-2-4	18 POST LA S	210
21/56.17-2-5	16 POST LA S	210
21/56.17-2-7	14 POST LA S	210

21/56.17-2-8	12 POST LA S	210
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21/56.17-2-32	54 LAURA DR	210
21/56.17-2-33	52 LAURA DR	210
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21/56.17-2-36	53 LAURA DR	210
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21/56.17-2-38	31 THOMSEN DR	210
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21/56.18-1-12	69 LAURA DR	210
21/56.18-1-13	62 LAURA DR	210
21/56.18-1-14	64 LAURA DR	210
21/56.18-1-15	66 LAURA DR	210
21/56.18-1-16	68 LAURA DR	210
21/56.18-1-17	70 LAURA DR	210



21/56.18-1-18	72 LAURA DR	210
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21/56.18-1-39	1 DUNN RD	210
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21/56.18-1-57	4 SOBRISCO ST	210
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21/56.18-1-59	1 GLODE CT	210
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21/56.18-1-61	3 SOBRISCO ST	210
21/56.18-1-62	5 SOBRISCO ST	210
21/56.18-1-63	7 SOBRISCO ST	210
21/56.18-1-64	49 NEW COUNTY RD	210
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21/56.18-1-67.1	76 MONSEY HGTS RD	210

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21/56.18-2-3	3 POST LA S	210
21/56.18-2-4	27 CHRISTMAS HILL RD	210
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21/56.18-2-6	29 CHRISTMAS HILL RD	210
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21/56.18-2-11	7 ECHO RIDGE RD	210
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21/56.18-2-29	25 CHRISTMAS HILL RD	210
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21/56.18-2-35	3 PATRIOT DR	210
21/56.18-2-36	17 MONSEY RD S	210
21/56.18-2-37	1 PATRIOT DR	210
21/56.18-2-38	2 PATRIOT DR	210
21/56.18-2-39	4 PATRIOT DR	210

21/56.18-2-40	6 PATRIOT DR	210
21/56.18-2-41	1 INDEPENDENCE LA	210
21/56.18-2-42	8 PATRIOT DR	210
21/56.18-2-43	3 INDEPENDENCE LA	210
21/56.18-2-44	4 INDEPENDENCE LA	210
21/56.18-2-45	7 MONSEY RD S	210
21/56.18-2-47	3 MONSEY RD S	210
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21/56.18-2-50	8 MONSEY RD S	210
21/56.18-2-51	10 MONSEY RD S	210
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21/56.18-2-53	14 MONSEY RD	210
21/56.18-2-54	4 LEE DR	210
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21/56.18-2-56	62 REGINA RD	210
21/56.18-2-57	60 REGINA RD	210
21/56.18-2-58	58 REGINA RD	210
21/56.18-2-59	56 REGINA RD	210
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21/56.18-2-83	45 REGINA RD	210
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21/56.19-2-6	1 COUNTRY CLUB LA	210

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21/56.19-2-9	34 REGINA RD	210
21/56.19-2-10	32 REGINA RD	210
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21/56.19-2-12	28 REGINA RD	210
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21/56.19-2-14	34 PARK AV	210
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21/56.19-2-16	30 PARK AV	210
21/56.19-2-17	28 PARK AV	210
21/56.19-2-18	26 PARK AV	210
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21/56.19-2-27	24 PARK AV	210
21/56.19-2-28	22 PARK AV	210
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21/56.19-2-37	18 PARK AV	210
21/56.19-2-38	16 PARK AV	210
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21/56.19-2-40	13 ALGONQUIN CIR	210
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21/56.19-2-43	10 ALGONQUIN CIR	210
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21/56.19-2-45	8 ALGONQUIN CIR	210
21/56.19-2-46	7-7B ALGONQUIN CIR	210
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21/56.19-2-49	16 ALGONQUIN CIR	210
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21/56.19-2-51	10 PARK AV	210
21/56.19-2-52	22 ALGONQUIN CIR	210
21/56.19-2-53	21 ALGONQUIN CIR	210

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21/56.19-2-61	1 ALGONQUIN CIR	210
21/56.19-2-62	8 PARK AV	210
21/56.19-2-63	6 PARK AV AIRMONT	210
21/56.19-2-64	4 PARK AV	210
21/56.19-2-65	2 PARK AV	210
21/56.19-2-66	2A PARK AV	210
21/56.19-2-67	202 SADDLE RIVER RD	210
21/56.19-2-68	198 SADDLE RIVER RD	210
21/56.19-2-69	196 SADDLE RIVER RD	210
21/56.19-2-70	194 SADDLE RIVER RD	210
21/56.19-2-71	192 SADDLE RIVER RD	210
21/56.19-2-72	190 SADDLE RIVER RD	210
21/56.19-3-1	25 PARK AV	210
21/56.19-3-2	23 PARK AV	210
21/56.19-3-3	21 PARK AV	210
21/56.19-3-4	19 PARK AV	210
21/56.19-3-5	17 PARK AV	210
21/56.19-3-6	13 PARK AV	210
21/56.19-3-7	11 PARK AV	210
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21/56.19-3-9	18 DARBY RD	210
21/56.19-3-10	17 DARBY RD	210
21/56.19-3-11	19 DARBY RD	210
21/56.19-3-12	21 DARBY RD	210
21/56.19-3-13	23 DARBY RD	210
21/56.19-3-14	9 PARK AV	210
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21/56.19-3-16	4 BIRCH ST	210
21/56.19-3-17	6 BIRCH ST	210
21/56.19-3-18	8 BIRCH ST	210
21/56.19-3-19	10 BIRCH ST	210
21/56.19-3-20	12 BIRCH ST	210
21/56.19-3-21	17 BIRCH ST	210
21/56.19-3-22	15 BIRCH ST	210
21/56.19-3-23	11 BIRCH ST	210
21/56.19-3-24	7 BIRCH ST	210
21/56.19-3-25	5 BIRCH ST	210
21/56.19-3-26	3 BIRCH ST	210
21/56.19-3-27	5 PARK AV	210
21/56.19-3-28	3 PARK AV	210

21/56.19-3-29	208 SADDLE RIVER RD	210
21/56.19-3-30	212 SADDLE RIVER RD	210
21/56.19-3-31	216 SADDLE RIVER RD	210
21/56.19-3-32	220 SADDLE RIVER RD	210
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21/62.05-1-6	5 AVON CT	210
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21/62.05-1-9	10 SMITH HILL RD	210
21/62.05-1-10	14 SMITH HILL RD	210
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21/62.05-1-34	197 CHERRY LA	210
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21/62.05-1-36.2	185 CHERRY LA	210
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21/62.05-1-38	20 APPLEBLOSSOM CT	210
21/62.05-1-39	151 CHERRY LA	210
21/62.05-1-40	145 CHERRY LA	210
21/62.05-1-41	15 APPLEBLOSSOM CT	210
21/62.05-1-42	17 APPLEBLOSSOM CT	210
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21/62.05-1-61	20 LORNA LA S	210

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21/62.05-1-83	4 DEVON CT	210
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21/62.06-1-63	14 FAWN HILL DR	210

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21/62.06-2-21	3 HIDDEN GLEN LA	210
21/62.06-2-22	34 TWIN LAKES DR	210
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21/62.06-2-25	51 MONSEY RD S	210

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21/62.06-2-28	41 MONSEY RD	210
21/62.06-2-29	39 MONSEY RD S	210
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21/62.06-2-33	31 MONSEY RD	210
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21/62.06-2-44	24 MONSEY RD	210
21/62.06-2-45	26 MONSEY RD S	210
21/62.06-2-46	28 MONSEY RD S	210
21/62.06-2-47	30 MONSEY RD	210
21/62.06-2-48	32 MONSEY RD S	210
21/62.06-2-49	88 REGINA RD	210
21/62.06-2-50	86 REGINA RD	210
21/62.06-2-51	84 REGINA RD	210
21/62.06-2-52	82 REGINA RD	210
21/62.06-2-53	80 REGINA RD	210
21/62.06-2-54	78 REGINA RD	210
21/62.06-2-55	76 REGINA RD	210
21/62.06-2-56	74 REGINA RD	210
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21/62.06-2-58	70 REGINA RD	210
21/62.06-2-59	68 REGINA RD	210
21/62.06-2-60	3 RHONDA LA	210
21/62.06-2-61	4 RHONDA LA	210
21/62.06-2-62	2 RHONDA LA	210
21/62.06-2-63	69 REGINA RD	210
21/62.06-2-64	71 REGINA RD	210
21/62.06-2-65	73 REGINA RD	210
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21/62.06-2-70	83 REGINA RD	210
21/62.06-2-71	85 REGINA RD	210
21/62.06-2-72	87 REGINA RD	210
21/62.06-2-73	89 REGINA RD	210
21/62.06-2-74	91 REGINA RD	210

21/62.06-2-76	93 REGINA RD	210
21/62.06-2-77	95 REGINA RD	210
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21/62.06-2-79	99 REGINA RD	210
21/62.06-2-80	34 MONSEY RD S	210
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21/62.06-2-83	40 MONSEY RD S	210
21/62.06-2-84	44 MONSEY RD S	210
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21/62.06-2-86	9 IROQUOIS TRL	210
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21/62.06-2-89	12 IROQUOIS TRL	210
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21/62.07-2-12	4 REGINA CT	210
21/62.07-2-13	5 REGINA RD	210
21/62.07-2-14	3 REGINA RD	210
21/62.07-2-15	3 REGINA CT	210
21/62.07-2-16	5 REGINA CT	210
21/62.07-2-19	1 REGINA RD	210
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21/62.07-2-21	288 SADDLE RIVER RD	210
21/62.07-2-22	4 REGINA RD	210
21/62.07-2-23	6 REGINA RD	210
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21/62.07-2-33	26 REGINA RD	210
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21/62.07-2-35	6 FOSSE CT	210
21/62.07-2-36	5 FOSSE CT	210
21/62.07-2-37	4 FOSSE CT	210

21/62.07-2-38	3 FOSSE CT	210
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21/62.07-2-43	1 FOSSE CT	210
21/62.07-2-44	8 DARBY RD	210
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21/62.07-2-51	4 HAVEN CT	210
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21/62.09-1-9	17 EDGEBROOK LA	210
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21/62.09-1-11	10 EDGEBROOK LA	210
21/62.09-1-12	12 EDGEBROOK LA	210
21/62.09-1-13	14 EDGEBROOK LA	210
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21/62.09-1-15	2 APPLEBLOSSOM CT	210
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21/62.09-1-19	19 RUSTIC DR	210
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21/62.09-1-21	23 RUSTIC DR	210
21/62.09-1-22	10 APPLEBLOSSOM CT	210
21/62.09-1-23	8 APPLEBLOSSOM CT	210

21/62.09-1-24	6 APPLEBLOSSOM CT	210
21/62.09-1-25	4 APPLEBLOSSOM CT	210
21/62.09-1-26	3 APPLEBLOSSOM CT	210
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21/62.09-1-35	4 EDGEBROOK LA	210
21/62.09-1-36	2 EDGEBROOK LA	210
21/62.09-1-37	7 LAMPLIGHT LA	210
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21/62.09-1-39	4 COBBLESTONE RD	210
21/62.09-1-40	6 COBBLESTONE RD	210
21/62.09-1-41	8 COBBLESTONE RD	210
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21/62.09-1-43	11 APPLEBLOSSOM CT	210
21/62.09-1-44	13 APPLEBLOSSOM CT	210
21/62.09-1-45	141 CHERRY LA	210
21/62.09-1-46	117 CHERRY LA	210
21/62.09-1-47	115 CHERRY LA	210
21/62.09-1-48	113 CHERRY LA	210
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21/62.09-1-51	87 CHERRY LA	210
21/62.09-1-52	81 CHERRY LA	210
21/62.09-1-53	75 CHERRY LA	210
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## **APPENDIX G**

### **CONTENT OF MONTHLY REPORTS**

The monthly report required by the Request for Proposals (“RFP”) and the Service Contract shall include a summary of all relevant data and records related to Contract Services for each billing month, including to the extent known, the following:

1. List the number of missed pick-ups during such month, as well as the date and address for each missed pick-up, the reason for the missed pick-up, and the resolution by the Contractor.
2. Description of all complaints received, and corrective action taken.
3. Conditions affecting Contractor’s failure to perform the Contract Services.
4. Provide results of any regulatory violations, inspections and tests.
5. Equipment out-of-service.
6. List of accidents.
7. Calculation of the monthly Service Fee.
8. A valid invoice and voucher reflecting all Service Fees executed by the Contractor’s authorized representative.
9. Certified payrolls of the Contractor, as required pursuant to Article 9 of the New York Labor Law.
10. A duly authorized representative of the company shall sign the monthly report. Above the signature line shall be the following statement:
  - a. “I \_\_\_\_\_ (name), acting as a duly authorized representative of \_\_\_\_\_ (Contractor) do hereby certify that all of the information in this monthly report is, to the best of my knowledge, true and accurate. All of the maintenance, repair, and replacement work called for during the period covered by this invoice pursuant to the Service Contract have been carried out. Any maintenance repair or replacement called for or rescheduled has been disclosed in this monthly report. All other occurrences, which are

**Rockland Green**  
**Request for Proposals 2021-11**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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significant with regard to the Service Contract, have been disclosed in the monthly report.”

Following each year of the Service Contract and during the first month of the subsequent year of the Service Contract, the Contractor shall provide Rockland Green with an annual report, which summarizes the above information and demonstrates compliance with all guarantees.

**APPENDIX H  
SERVICE CONTRACT**

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**SOLID WASTE COLLECTION, TRANSPORTATION, AND DISPOSAL SERVICES**

**FOR THE**

**VILLAGE OF AIRMONT, NEW YORK (AR1)**

**BETWEEN**

**ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY d/b/a**

**ROCKLAND GREEN**

**and**

**Dated as of July 1, 2021**

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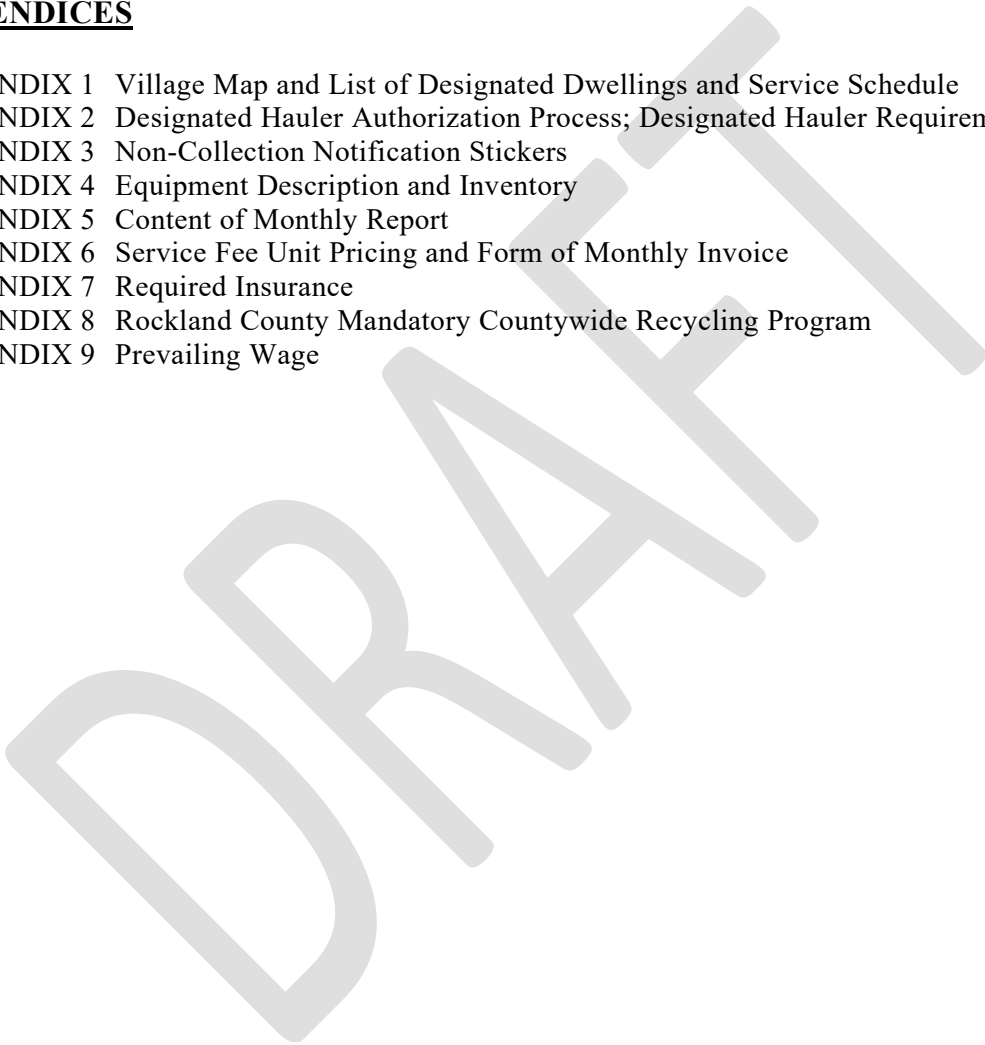


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**THIS AGREEMENT** made as of the first day of October , 2021 by and between **ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY, hereinafter "ROCKLAND GREEN"**, a New York State public authority having an office and place of business at 172 Main Street, Nanuet, New York 10954 and \_\_\_\_\_ . (hereafter the "Contractor")

**WITNESSETH**

**WHEREAS**, the Village of Airmont (hereinafter "the Village") located in Rockland County, New York, requested Rockland Green take responsibility for collection, transportation and disposal of Garbage, Bulky Items, Yard Waste and Recyclable Materials; and

**WHEREAS**, on **July 1, 2021** Rockland Green issued Request for Proposals RFP 2021-11 for the Collection, Transportation and Disposal of Garbage, Bulky Items, Yard Waste and Recyclable Materials generated in the Village; and

**WHEREAS**, on or before August 20, 2021 Rockland Green received \_\_\_\_\_ proposals in response to the RFP; and

**WHEREAS**, after a thorough examination and a careful evaluation of the received proposals, on August 20, 2021 Rockland Green selected \_\_\_\_\_ as the most advantageous proposal; and

**WHEREAS**, a resolution authorizing the execution and delivery of this Service Contract was duly adopted by Rockland Green on September 23, 2021 and

**WHEREAS**, the execution and delivery of this Service Contract by Contractor has been duly authorized by all necessary corporate action;

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I.  
DEFINITIONS

Section I.1 DEFINITIONSAs used in this Service Contract, the following terms shall have the meanings set forth below:

**“Affiliate”** means any person, corporation or other entity directly or indirectly controlling or controlled by another person, corporation or other entity or under direct or indirect common control with such person, corporation or entity.

**“Appendix”** means any of the Appendices attached to this Service Contract as the same may be amended or modified from time to time in accordance with the terms hereof.

**“Applicable Law”** means any law, rule, codes, standards, regulation, requirement, consent policy, decree, consent order, consent agreement, permit, guideline, action, determination or order of or Legal Entitlement issued or deemed to be issued by, any professional or industry organization or society or any Governmental Body having jurisdiction, applicable from time to time to any activities associated with the collection, transportation and disposal of Garbage, Bulky Items, Yard Waste or Recyclable Materials, the Designated Disposal Facility(ies); or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of prevailing wages). Applicable Law shall include the Flow Control Law and the New York Prevailing Wage Law set forth in Articles 8 and 9 of the New York Labor Law.

**“Authority”** means the Rockland County Solid Waste Management Authority.

**“Back Door”** means the location adjacent to each Designated Dwelling at which Garbage is set out for collection.

**“Biodegradable Leaf Bags”** means Kraft Paper bags supplied by Rockland Green for Leaves, Grass Clippings and Brush.

**“Brush”** means wood material from trees and shrubs.

**“Bulky Items”** means small household appliances and house wares (microwaves, toasters, irons, pots and pans), (painted, laminated and treated wood, including lumber, plywood and furniture), furniture (wooden and upholstered), mattresses, textiles, plate glass and ceramics, bulky plastics and film plastics (spackle buckets, empty swimming pool chemical buckets, tarps and plant flats, displays, trays), packing materials (peanuts and bubble sheets), trash, insulation, office equipment and small machinery. If any Bulky Item consists of multiple parts, pieces or components, such item shall be considered a single Bulky Item. “Bulky Items” shall not include Construction and Demolition Debris, Grass Clippings, Leaves or Brush.

**“Change in Law”** means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Service Contract (except for payment obligations):

(A) Inclusions: A “Change in Law” shall include:

(1) the enactment, adoption, promulgation, issuance, modification or written change in administrative or judicial interpretation on or after the Contract Date of any federal, State or local law (except as set forth in the exclusions in (B) below), regulation, rule, requirement, guideline, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was, on or prior to the Contract Date, proposed and published in the Federal or New York Register or was duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation;

(2) the order or judgment of any federal, State or local court, administrative agency or Governmental Body, on or after the Contract Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the Contractor or of Rockland Green, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a term, condition or requirement which is more stringent or burdensome in connection with the issuance, renewal or failure of issuance or renewal on or after the Contract Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption or imposition materially and adversely affects the performance of the Service Contract, if and to the extent that such denial, delay, suspension, termination, interruption or imposition is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the Contractor or of Rockland Green, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption or imposition shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

(B) Exclusions: A “Change in Law” shall not include:

(1) a change in Applicable Law pertaining to taxes;

(2) a change in the law of any foreign country;

(3) any Change in Law (including the issuance of any Legal Entitlement, the enactment of any statute, or the promulgation of any regulation) the terms and conditions of which do not impose more stringent or burdensome requirements on the Contractor than those set forth in the obligations contained herein;

(4) any change in interpretation, however stringent, by a Governmental Body of the meaning of the terms and conditions of the Legal Entitlements in force as of the Contract Date;

(5) union work rules, demands or requirements, which modifies the number of employees required to be employed and causes an increase in Contractor's projected or actual cost of providing the Contract Services; or

(6) a change in law pertaining to prevailing wages, including the Prevailing Wage Law.

**"Commingled Containers"** means glass containers/bottles (clear, green, brown), aluminum cans, tin and bi-metallic containers/cans, plastic containers and recyclable plastics with a recycling code #1-7 (HDPE, PET, PVC, LDPE, PP and PS), aluminum foil/pie plates, milk cartons and drink boxes (gabletop, aseptic packaging), and other containers so designated by Rockland Green from time to time.

**"Commingled Paper"** means newspapers and inserts, corrugated containers, magazines, white and colored ledger (office paper), computer, printout paper, chipboard/board box, telephone and paperback books, junk/bulk mail, kraft paper (brown grocery bags), and other paper so designated by Rockland Green from time to time.

**"Construction and Demolition Debris"** means wastes which are generated as a result of construction, remodeling or demolition activities and includes, but is not limited to, dirt, tree stumps, tree trunks, rock, brick, concrete, asphalt, drywall, roofing materials, and lumber.

**"Contract Area"** means the Village of Airmont, New York.

**"Contract Date"** means January 1, 2021.

**"Contract Services"** means everything required to be furnished and relating to the services to be provided by the Contractor under this Service Contract.

**"Contract Standards"** means the standards, terms, conditions, methods, techniques and practices imposed or required by: (i) Applicable Law, (ii) Good Industry Practice, (iii) applicable equipment manufacturers' specifications, (iv) applicable Insurance Requirements, and (v) any other standard, term, condition or requirement specifically provided in this Service Contract to be observed by the Contractor.

**"Contract Term"** has the meaning set forth in Section 3.1.

**"Contract Year"** means the calendar year commencing on January 1 in any year and ending on December 31 of that year; provided that the first Contract Year shall commence on January 1, 2021 and shall end on the following December 31, and the last Contract Year shall commence on January 1 prior to the date this Service Contract expires or is terminated, whichever is appropriate, and shall end on the last day of the Term of this Service Contract or on the effective date of any termination, whichever is appropriate.

**"County"** means the County of Rockland, New York.

**"Curbside"** means the location at which Garbage is set out for collection which shall mean the location adjacent to, but within five (5) feet from the public street. The location at which Bulky Items, Yard Waste, and Recyclable Materials is set out for collection.

**“Designated Disposal Facility” or “Designated Disposal Facilities”** means the Transfer Station, the MRF, the Yard Waste Composting Facility, the RPF and the Leaf Composting Facility (as indicated on Table 1 set forth in Appendix 1).

**“Designated Hauler Requirements”** has the meaning set forth in Appendix 2.

**“Designated Dwellings”** means those Residential Dwellings designated by Rockland Green to receive the services provided for in the Service Contract, as set out in Appendix 1 attached hereto and made a part hereof, as the same may be amended from time to time. The Village Hall shall also constitute a Designated Dwelling.

**“Disposal Facility”** as used herein, means either a sanitary landfill or other solid waste disposal or management facility, which as applicable (1) is operated in accordance with good engineering practice, (2) is constructed of a double liner or, with Rockland Green’s consent, a single composite liner, (3) is located in the United States, (4) is not, without the consent of Rockland Green given in its absolute discretion, located in Rockland County, (5) does not appear on any federal or State list of sites, such as, but not limited to, the National Priority List or the CERCLIS list under CERCLA, maintained for the purpose of designating landfills which are reasonably expected to require remediation on account of the release or threat of release of Hazardous Wastes, (6) is being operated at the time of disposal or delivery in accordance with Applicable Law, including all required regulatory permits, as evidenced by the absence of any regulatory sanctions or any significant enforcement actions with respect to material environmental matters, (7) has committed by agreement or obligation of the owner or operator to receive Garbage originating in the Village, and (8) is not under any executive or judicial order barring receipt of Garbage from any region which includes the Village. No waste-to-energy facility shall qualify as a Disposal Facility unless the site at which the ash residue there from is disposed also qualifies as a Disposal Facility hereunder.

**“Dumpster Container”** means a container used for the purpose of temporarily holding Solid Waste and which generally ranges in size from 1/2 cubic yard to 40 cubic yards and which must be mechanically dumped into the collection vehicle or hauled away.

**“E-Waste”** means waste having electronic components, including computer equipment, printers, ink cartridges, scanners, fax, copy and answering machines, televisions, radios, tape decks, compact disk players, VCRs, DVD players, telephones, cell phones, and pagers, and any other items further defined under the NYSDEC Part 360 regulations.

**“Fees-And-Costs”** means reasonable fees and expenses of attorneys, expert witnesses, consultants and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and other reimbursed expenses, and expenses reasonably incurred in connection with any Legal Proceeding.

**“Flow Control Law”** means Chapter 350 of the Laws of Rockland County, State of New York (*County Flow Control Law Regulating the County-Wide Collection and Disposal of Solid Waste Generated in Rockland County, Including Garbage, Recyclables, Construction and Demolition Debris and Yard Waste, and for the Prohibition of the Disposal of any Waste Materials in any Manner Except as Set Forth in This Law.*)

**“Garbage”** means combustible and non-combustible, putrescible or non-putrescible waste materials, resulting from handling, preparation, cooking, serving or consumption of food and other non-recyclable household waste products, as well as residue from the burning of coal or wood. This definition, as it relates to this Service Contract, specifically excludes Bulky Items, Construction and Demolition Debris, Recyclable Materials and Yard Waste.

**“Good Industry Practice”** means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally accepted as good in the solid waste and recycling management industry.

**“Governmental Body”** means any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.

**“Grass Clippings”** means the cuttings from lawns.

**“Household Recycling Containers”** means those containers utilized for the collection of Recyclable Materials.

**“Hazardous Waste”** means (a) any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time, including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substance Control Act (15 U.S.C. Section 2601 et seq.) and the regulations contained in 40 CFR Parts 761.766; and (3) future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; and (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 CFR Part 40, except that Hazardous Waste does not include Qualified Household Hazardous Waste.

**“Household Hazardous Waste”** means waste materials having hazardous characteristics which are contained within Solid Waste and which are exempt from special handling or disposal requirements under Applicable Law. Household Hazardous Waste shall not constitute Hazardous Waste.

**“Leaf Composting Facility”** means, as applicable at the leaf composting facility located at Route 303 South, West Nyack, New York, where leaves are accepted and processed.

**“Leaves”** means the foliage of trees, bushes and shrubs.

**“Legal Entitlement”** means all permits, licenses, registrations, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contract Services.

**“Legal Proceeding”** means every action, suit, litigation, administrative proceeding, and other legal or equitable proceeding arising out of the obligations of the parties under this Service Contract.



**“Loss-And-Expense”** means any and all loss, liability, forfeiture, obligation, damage, delay, penalty, judgment, cost, or expense, including all Fees-And-Costs, except as expressly excluded or limited by this Service Contract.

**“Materials Recovery Facility” or “MRF”** means the Materials Recovery Facility, owned by Rockland Green, located at 420 Torne Valley Road, Hillburn, New York, where Recyclable Materials will be received and processed.

**“Monthly Report”** means the report to be provided by the Contractor to Rockland Green on a monthly basis as required pursuant to, and in accordance with, Appendix 5, of this Service Contract.

**“Multi-Family Dwellings”** means any building with more than four (4) Designated Dwelling units, including apartments and condominiums and those which place Garbage in a Dumpster Container for disposal are excluded from the scope of services under the Service Contract.

**“Number of Units”** means the number of Designated Dwellings in each tax designation code as determined by Rockland Green.

**“Prevailing Wage Law”** means Articles 8 and 9 of the New York Labor Law, as amended.

**“Ramapo Landfill Yard Waste Composting Facility”** means the Ramapo Landfill Yard Waste Composting Facility located on Baler Boulevard opposite the Hillburn Transfer Station, or other publicly owned facility designated by Rockland Green, where Leaves will be received and composted.

**“Recyclable Materials”** means Commingled Containers and Commingled Paper.

**“Regulated Medical Waste”** means a regulated medical waste is any medical waste that is a solid waste, as defined in subdivision 360-1.2(A) of NYCRR Part 360, generated in the diagnosis, treatment (e.g., provision of medical services), or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, that is not excluded or exempted under subparagraph 360-17.2(h)(2) of NYCRR Part 360-17.2, and as further defined therein.

**“Related Party”** means any owner or family member of a principal owner of either the Contractor, an Affiliate of the Contractor, or a subsidiary of the Contractor.

**“Residential Dwellings”** means those residentially used properties, which include single family dwellings, two (2) family dwellings and such other residential properties located within the Village as designated by Rockland Green to receive the services provided for in this Service Contract.

**“Rockland Green”** means the Rockland County Solid Waste Management Authority.

**“Security Instrument”** means the insurance coverage and the Performance Bond to be provided by the Contractor pursuant to Sections 10.1 and 10.4, respectively.

**“Service Commencement Date”** means January 1, 2016, the date the Contractor shall commence providing the Contract Services.

**“Service Contract”** means this solid waste collection, transportation, and disposal services agreement between Rockland Green and the Contractor as the same may be amended or modified from time to time in accordance herewith.

**“Service Fee”** has the meaning set forth in Section 8.1.

**“Solid Waste”** means materials set out for collection, transportation and disposal, including Bulky Items, Garbage, Recyclable Materials, Brush, Leaves and Grass Clippings. Solid Waste for purposes of this Service Contract excludes E-Waste, sewage sludge, Construction and Demolition Debris, Hazardous Waste and Regulated Medical Waste.

**“State”** means the State of New York.

**“Subcontract”** means any agreement or purchase order entered into by the Contractor in order to perform the Contract Services.

**“Subcontractor”** means every person (other than employees of the Contractor) employed or engaged by the Contractor or any person directly or indirectly in privity with the Contractor (including all subcontractors and every sub-subcontractor of whatever tier) for any portion of the Contract Services, whether for the furnishing of labor, materials, equipment, supplies, services or otherwise.

**“Transfer Station”** means the Hillburn Transfer Station, owned by Rockland Green, located at 50 Baler Boulevard, Hillburn, New York, or other publicly owned facility designated by Rockland Green, where Garbage, Bulky Items, and will be received, processed and transported off-site to a Disposal Facility.

**“Uncontrollable Circumstance”** means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Service Contract, and that materially interferes with or materially increases the cost or time required for performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of the Service Contract on the part of such party.

(A) Inclusions: Subject to the foregoing, Uncontrollable Circumstances shall include the following:

- (1) a Change in Law;
- (2) naturally occurring events (except weather conditions normal for the northeast region of the United States) such as landslides, underground movement, earthquakes, fires, tornadoes, floods, epidemics, lightning, and other acts of God;
- (3) explosion, sabotage or similar occurrence, acts of a declared public enemy, extortion, war, terrorism, blockade or insurrection, riot or civil disturbance;

- (4) the failure of any appropriate federal, State, Authority or local public agency or private utility having operational jurisdiction in the area in which the Contract Services are being provided; and
- (5) acts of terror of a public enemy.
- (B) Exclusions: It is specifically understood that none of the following acts, events or circumstances shall constitute Uncontrollable Circumstances:
  - (1) general economic conditions, interest or inflation rates, or currency fluctuation;
  - (2) changes in the financial condition of the Contractor, its Subcontractors, its Affiliates affecting their ability to perform their respective obligations;
  - (3) the consequences of error, neglect or omissions by the Contractor or any of their employees, agents, suppliers, Subcontractors or Affiliates in the performance of the Contract Services;
  - (4) the failure of the Contractor to secure patents or licenses or similar authorizations in connection with the technology necessary to perform its obligations hereunder;
  - (5) labor disputes or strikes involving employees of the Contractor, its Affiliates or Subcontractors;
  - (6) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed at a facility defined herein or otherwise increasing the cost or burden to the Contractor of performing the Contract Services;
  - (7) any increase for any reason in premiums charged by the Contractor's insurers or the insurance markets generally for the Required Insurance;
  - (8) any impact of prevailing wages, laws or rates on the Contractor's costs with respect to wages and benefits;
  - (9) any change in the Prevailing Wage Law or the applicable prevailing wage rates;
  - (10) any closure of a Disposal Facility the Contractor was using or intended to use;
  - (11) any increase in the tip fee at a Transfer Station, any other transfer station owned by Rockland Green, the MRF or the RPF or another Disposal Facility located in Rockland County.

**“Village”** means the Village of Airmont located in Rockland County, New York.

**“Village Hall”** means the Village of Airmont municipal building located at 251 Cherry Lane, Tallman, New York

**“Yard Waste”** means the Leaves, Brush and Grass Clippings set out for collection within the Village.

**“Yard Waste Composting Facility”** means the Yard Waste Composting Facility, located at 166 South Route 303, West Nyack, New York, where Brush and Grass Clippings will be received and composted, or other publicly owned facility designated by Rockland Green.

Section I.2 INTERPRETATION In this Service Contract, unless the context otherwise requires:

(a) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Service Contract, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(b) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(c) Persons. Words importing persons include firms, companies, associations, joint ventures, general partnerships, limited partnerships, limited liability companies, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(d) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Service Contract shall be solely for convenience of reference and shall not constitute a part of this Service Contract, nor shall they affect its meaning, construction or effect.

(e) Entire Agreement. This Service Contract contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Service Contract and, except as expressly provided otherwise herein, nothing in this Service Contract is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Service Contract.

(f) Counterparts. This Service Contract may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Service Contract.

(g) Applicable Law. This Service Contract shall be governed by and construed in accordance with the applicable laws of the State of New York.

(h) Severability. If any clause, provision, subsection, Section or Article of this Service Contract shall be ruled invalid by any court of competent jurisdiction or administrative agency, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Service Contract; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Service Contract as may be necessary in addition to and in conjunction with items

(1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Service Contract shall be construed and enforced as if such invalid portion did not exist.

- (i) Conflicts in Obligations and Standards In the event of a conflict between any provisions of this Service Contract (including the Appendices hereto) imposing any requirement, obligation, standard or guarantee on the Contractor, the higher or more stringent requirement, obligation, standard or guarantee shall apply. As used herein, the “most stringent” shall mean the applicable Contract Standard that is most beneficial to Rockland Green. The parties shall resolve all issues of interpretation not related to stringency according to dispute resolution as set forth in Section 9.12.
- (j) References to Days. All references to days herein are to calendar days, including Saturdays, Sundays and holidays, except as otherwise specifically provided.
- (k) No Third-Party Rights. The Agreement is exclusively for the benefit of Rockland Green and the Contractor and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other rights.
- (l) References to Including. All references to “including” herein shall be interpreted as meaning “including without limitation”.
- (m) References to Knowledge. All references to “knowledge,” “knowing,” “know” and “knew” shall be interpreted as references to party having actual knowledge.
- (n) Defined Terms. The definitions set forth in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals.

## ARTICLE II.

### REPRESENTATIONS AND WARRANTIES

#### Section II.1 REPRESENTATIONS AND WARRANTIES OF ROCKLAND GREEN Rockland Green represents and warrants that:

(a) Existence and Powers. Rockland Green is a body corporate and politic constituting a public benefit corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Service Contract.

(b) Due Authorization and Binding Obligation. Rockland Green has duly authorized the execution and delivery of this Service Contract, and this Service Contract has been duly executed and delivered by Rockland Green and constitutes a legal, valid and binding obligation of Rockland Green, enforceable against Rockland Green in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(c) No Conflict. Neither the execution nor the delivery by Rockland Green of this Service Contract nor the performance by Rockland Green of its obligations hereunder nor the consummation by Rockland Green of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Rockland Green, or (2) conflicts with, violates or results in a breach of any term or conditions of any judgment, decree, agreement or instrument to which Rockland Green is a party or by which Rockland Green or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(d) No Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority, or any approval of voters by referendum or otherwise, is required for the valid execution, delivery and performance by Rockland Green of this Service Contract, except such as have been fully obtained or made.

(e) No Legal Prohibition. Rockland Green has no knowledge of any Applicable Law in effect on the date of which this representation is being made which would prohibit the performance by Rockland Green of this Service Contract and the transactions contemplated hereby.

#### Section II.2 REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR.

The Contractor represents and warrants that:

(a) Existence and Powers. The Contractor, a corporation of the State of New York, duly organized, validly existing and in good standing under the laws of New York, is in the business of providing solid waste services and has the full legal right, power and authority to enter into and perform its obligations under this Service Contract.

(b) Due Authorization and Binding Obligation. This Service Contract has been duly authorized, executed and delivered by all necessary corporate action of the Contractor and

constitutes a legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms, except to the extent that its enforceability may be limited by the Bankruptcy Code or by equitable principles of general application.

(c) No Conflict. Neither the execution nor the delivery by the Contractor of this Service Contract nor the performance by the Contractor of its obligations hereunder nor the consummation by the Contractor of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Contractor, or (2) conflicts with, violates or results in a breach of any term or condition of any order, judgment, decree, agreement or instrument to which the Contractor is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

(d) No Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body, or any approval of voters by referendum or otherwise, is required for the valid execution, delivery and performance by the Contractor of this Service Contract, except such as have been duly obtained or made.

(e) No Litigation. Except with respect to litigation related to the validity of the procurement pursuant to which this Service Contract was awarded to the Contractor, there is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority pending or, to the Contractor's best knowledge, threatened against the Contractor which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Service Contract or any other agreement or instrument to be entered into by the Contractor in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Contractor of its obligations hereunder or under any such other agreement or instrument.

(f) No Legal Prohibition. The Contractor has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Contractor of this Service Contract and the transactions contemplated hereby.

### ARTICLE III.

#### TERM

Section III.1 CONTRACT TERM. This Service Contract shall begin on the Contract Date and shall continue in effect for two (2) years following the Service Commencement Date (the "Term"), unless earlier terminated pursuant to the termination provisions set forth herein. This Service Contract may be renewed for three additional terms of one (1) year each (each a "Renewal Term" and, together with the Initial Term, the "Term") for a total possible Term of five (5) years. At the end of the Term, all other obligations of the parties hereunder shall terminate, except as provided in Section 9.8.

## ARTICLE IV.

### AUTHORITY RIGHTS AND OBLIGATIONS

Section IV.1 SERVICE AUTHORIZATION. Rockland Green hereby agrees that the Contractor shall provide Solid Waste collection, transportation and disposal services for the benefit of all Designated Dwellings located within the Village as set forth herein.

Section IV.2 NO ROCKLAND GREEN INTERFERENCE. Rockland Green agrees that it shall not interfere with the Contractor's providing of the services set forth in this Service Contract, except as otherwise provided for herein.

Section IV.3 NO WASTE GENERATION OR COLLECTION OBLIGATION. Rockland Green makes no guarantee as to the quantities of Solid Waste to be collected, transported or processed by the Contractor pursuant to this Service Contract. Nothing in this Service Contract shall restrict the right of Rockland Green to minimize the amount of Solid Waste generated or collected in the Village.

Section IV.4 INSPECTION. Rockland Green shall have the right to designate inspectors to ascertain whether or not the Contractor is performing in compliance with the terms of this Service Contract. The Contractor shall allow the inspectors free access at all reasonable times to any and all of the Contractor's facilities and equipment and shall abide by the decisions and determinations of Rockland Green.

## ARTICLE V.

### SERVICE MOBILIZATION

Section V.1 CONTRACTOR MOBILIZATION OBLIGATIONS. Following the Contract Date, and prior to the Service Commencement Date, the Contractor shall submit to Rockland Green for its approval and sign-off the following items within the time frames specified:

(i) At least ten (10) business days prior to the Service Commencement Date, the Contractor's proposed truck route and itemization of Designated Dwellings to be serviced pursuant to this Service Contract;

(ii) At least ten (10) business days prior to the Service Commencement Date, forms of customer non-collection stickers for an initial notice of violation, a second notice of violation, and a final notice of violation pursuant to Section 6.13;

(iii) At least ten (10) business days prior to the Service Commencement Date, the proposed name and contact information for its supervisor pursuant to Section 6.4, as well as a list of proposed employees assigned to perform the Contract Services pursuant to Section 6.3;

(iv) At least ten (10) business days prior to the Service Commencement Date, the Contractor's 24-hour emergency phone number and contact information pursuant to Section 6.4;



(v) At least ten (10) business days prior to the Service Commencement Date, the Contractor's proposed form of invoice pursuant to Article VIII;

(vi) At least ten (10) business days prior to the Service Commencement Date, the Contractor's description and inventory of the Contractor's fleet of equipment to be used to perform the Contract Services;

(vii) At least ten (10) business days prior to the Service Commencement Date, evidence of compliance with all permitting and licensing requirements under Applicable Law;

(viii) At least ten (10) business days prior to the Service Commencement Date, a valid and enforceable performance bond pursuant to Section 10.4;

(ix) At least ten (10) business days prior to the Service Commencement Date, written confirmation that the insurance required pursuant to Section 10.1 and Appendix 7 remains in full force and effect;

(x) At least ten (10) business days prior to the Service Commencement Date, the Contractor's Emergency Procedures and Protocols;

(xi) At least ten (10) business days prior to the Service Commencement Date the Contractor shall provide evidence to Rockland Green that there are no outstanding balances due and owing to Rockland Green by the Contractor, or an Affiliate, Subsidiary, or parent of the Contractor or a Related party of any of the above. To the extent any outstanding balances are due and owing to Rockland Green, the payment of such outstanding balance(s) shall be made prior to the Service Commencement Date.

Rockland Green shall make good faith efforts to respond to such submittals within a reasonable time period and the parties shall work together to resolve any issues or disagreements related to such items. The Executive Director of Rockland Green shall make the final determination whether the Contractor has adequately satisfied the Contractor's mobilization obligations set forth in this Section. A failure by the Contractor to perform such mobilization obligations set forth in this Section shall constitute a Contractor Event of Default as set forth in Section 9.2.

## ARTICLE VI.

### CONTRACT SERVICES

#### Section VI.1 SERVICE AREA

The Contractor shall provide Garbage, Bulky Items, Yard Waste and Recyclable Materials collection, transportation, and disposal services only to Designated Dwellings within the Village, identified in Appendix 1 attached hereto and made a part hereof, in a manner consistent with the requirements provided herein. Three-family, multi-family dwellings, industrial, commercial and institutional establishments, or other buildings where Dumpster Container service is provided are excluded from the provisions of this Service Contract. Rockland Green shall not be responsible for Garbage, Bulky Items, , Yard Waste or Recyclable Materials collected outside the Village boundaries. The Contractor shall not mix any of the above materials collected within the Village with any such materials generated from outside of the Village. The Contractor shall become familiar with the boundaries of the Village and the Designated Dwellings within the Village.

Section VI.2 EQUIPMENT. The Contractor shall furnish and maintain all trucks, labor, vehicles, tools, equipment, and materials for the collection, removal and transportation of all Garbage, Bulky Items, Yard Waste and Recyclable Materials as necessary and required for the full, proper and efficient performance of the Contract Services in accordance with the provisions of this Service Contract, including the Contract Standards and Applicable Law. All vehicles and other equipment used in the performance of the Contract Services must be safe for use on local, State and County roads, must be kept clean and sanitary and must be maintained in good repair. All such vehicles used in performing the Contract Services must have, at all times, a tarpaulin which must be used to cover materials during transport or as necessary to prevent litter, breakage or spillage of such material.

Recyclable Materials shall be collected in vehicles of the Contractor's choice, but which are suitable for such collection (e.g., those which do not cause excessive breakage of glass) and are dedicated for use in the performance of Recyclable Materials collections.

All vehicles used for Contract Services must bear prominent markings, signs or decals, as directed by Rockland Green, including, but not limited to, the Contractor's name and local telephone number on both sides of the vehicle. Recyclable Materials vehicles must also be identified as Recyclable Materials collection vehicles, as directed by Rockland Green. It is acceptable to identify vehicles as recycling vehicles by affixing magnetic signs indicating such on both sides of the vehicle.

All vehicles must be equipped with a communication system permitting contact between the home office and other vehicles, and must comply with all federal, State, and local inspection, permitting and licensing requirements, including, but not limited to, all vehicles having mufflers and permanently affixed permit numbers. GPS Trackers

Section VI.3 STAFFING. All employees and supervisory personnel used in the performance of the Contract Services shall be competent and qualified. The Contractor shall ensure that all drivers have valid operator licenses appropriate for the vehicle type which they are driving. The Contractor shall devote sufficient personnel, time and equipment to assure the satisfactory compliance with the provisions of this Service Contract.

The Contractor shall require its employees providing Contract Services to adhere to the Designated Hauler Requirements contained in Appendix 2, attached hereto and made a part hereof. Employees of the Contractor shall not behave in a manner which is noisy, vulgar, obscene or insulting to residents of Designated Dwellings or to the general public. In the event an employee of the Contractor is disorderly, obscene or grossly discourteous on more than two occasions, the Contractor shall discharge the employee from any Contract Services, upon receipt of a written request by Rockland Green that the Contractor take such action. Rockland Green shall specify the reasons for the request and no discharged employee shall be re-employed by the Contractor performing Contract Services within the Village without the written consent of Rockland Green.

Prior to the commencement of the Service Contract, the Contractor shall supply to Rockland Green a complete roster of employees assigned to and working under this Service Contract. All personnel changes, with regard to this Service Contract, shall be reported to Rockland Green prior to the employee's commencement of work under this Service Contract.

Section VI.4 SUPERVISOR AND TELEPHONE CONTACT. The Contractor shall provide the name and telephone number of the supervisor who will oversee the Contract Services. The supervisor must commit enough time in the field to insure that the employees are completing the Contract Services in accordance with the Contract Standards and that the equipment used in the performance of the Contract Services meets the Contract Standards. Rockland Green must be notified of any change of the supervisor. The Contractor will be required to maintain throughout the life of this Service Contract a local telephone number during business days between the hours of 8:00 a.m. and 5:00 p.m. Should a telephone answering service or answering machine be utilized, the Contractor is responsible for obtaining and responding to messages and or service complaints in a timely manner and report such to Rockland Green by 4:00 p.m. that same day. In addition, a 24-hour emergency service telephone number and contact person must be available to Rockland Green, for Authority use only in the event of an emergency. Rockland Green must be able to reach the contact person through the use of the 24-hour emergency line. The telephone number shall be attended by an operator or an answering machine twenty-four (24) hours per day.

Section VI.5 COLLECTION SCHEDULE AND HOLIDAYS. The Contractor shall collect Garbage from Designated Dwellings in the Village at a frequency of twice per week, on Mondays and Thursdays. Bulky Items shall be collected once per week, on Thursdays. Recyclable Materials shall be collected once per week, on Wednesdays. All other materials shall be collected as provided in Table 1 set forth in Appendix 1 and made a part hereof.

Collections shall occur between 6:30 a.m. and 4:00 p.m. on Mondays through Fridays. Collection will not be made on Saturdays or Sundays or the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Collection which would normally occur on such holidays will be rescheduled for the following business day. The Contractor may provide collection services on holidays; subject to the approval of Rockland Green, but at no additional cost to Rockland Green.

Section VI.6 VILLAGE DUMPSTER. As part of its obligations hereunder, the Contractor shall provide a dumpster container at Village Hall for the disposal of Solid Waste generated therefrom. Such dumpster will be emptied in accordance with the schedule set forth in Section 6.5 above.

Section VI.7 SPECIAL COLLECTIONS. In addition to the Contractor's regular collection schedule, there will be a special collection day for Solid Waste during the spring on a date to be determined each year by Rockland Green. Rockland Green will provide a minimum of 30 days' prior notice to the Contractor of the special collection date.

Section VI.8 COLLECTION ROUTES. At least ten (10) business days prior to the Service Commencement Date, the Contractor shall submit to Rockland Green for approval a map of the collection area, indicating thereon the collection route to be followed by its vehicles and collection schedules. Authority approval shall not be unreasonably withheld. The Contractor shall use its best efforts to uniformly maintain the approved routes and schedules. Any change in such routes and schedules shall be reported to and approved by Rockland Green prior to being implemented.

The Contractor's inability to complete a day's route of Garbage, Bulky Items or Recyclable Materials collection due to equipment breakdown, injury, or other emergency, must be reported to Rockland Green immediately by telephone and must be completed the following day. If the Contractor fails to perform collection services in accordance with the Service Contract, collection may be performed by Rockland Green and any cost incurred shall be deducted from the Contractor's monthly payments.

Section VI.9 GARBAGE, BULKY ITEMS, TRANSPORT AND DISPOSAL.

The Contractor shall be responsible for transporting all Garbage, Bulky Items, after collection to the Transfer Station. Rockland Green shall have the right to change the applicable Designated Disposal Facility at any time during the Term of this Service Contract. The Contractor shall certify by affidavit signed under penalty of perjury, and submitted with its monthly invoice, that (1) the Garbage, Bulky Items delivered to the Transfer Station were solely generated from within the Village; and (2) that all of the Garbage, Bulky Items and generated from within the Village were delivered to the Transfer Station, in compliance with Applicable Law, including the Flow Control Law.

Tipping Fees to be paid to Rockland Green for the disposal of Solid Waste collected from Designated Dwellings are the responsibility of the Contractor. The Contractor shall obtain and maintain for submission to the Village, as accurately as possible, records, including weight receipts from Rockland Green's scale with the tonnage of Garbage, Bulky Items, and Recyclable Materials and Yard Waste collected and disposed under this Service Contract. Additionally, these records shall be aggregated and submitted on a monthly basis with the monthly invoice to the Executive Director of Rockland Green.

Rockland Green currently charges \$76.00 per ton for Garbage and Bulky Items delivered to the Transfer Station. On February 24, 2020, notice was given to all carters and municipalities stating the tipping fee as of January 1, 2024, will be at least \$99.00 per ton. Any increase or reduction in the tipping fee charged by Rockland Green shall qualify the Contractor or Rockland Green for a

proportionate revision in Rockland Green's payments to the Contractor for services pursuant to the Service Contract. The revision in payments shall be made to the price per Designated Dwelling on a per unit basis for the Contract Year in which the revision becomes effective. The prices per unit shall be revised, upward or downward based upon the proportion of the total fee paid to the Contractor comprised by the tipping fee. Rockland Green's scale records shall be used in calculating the revision. RECYCLABLE MATERIALS TRANSPORT AND MARKETING. The Contractor shall transport all Recyclable Materials to the MRF or other publicly owned facility designated by Rockland Green. All revenues generated from the marketing of such materials shall be the property of Rockland Green. The Contractor shall use its best efforts to prevent the delivery of Hazardous Waste or any material other than Recyclable Materials to the MRF. If any material other than Recyclable Materials or any Hazardous Waste is included in any delivery of Recyclable Materials to the MRF, the Contractor shall be liable for the payment of damages to Rockland Green as set forth herein.

The Contractor shall certify by affidavit signed under penalty of perjury, and submitted with its monthly invoice, that (1) the Recyclable Materials delivered to the MRF or other publicly owned facility designated by Rockland Green were solely generated from within the Village; and (2) that all of the Recyclable Materials collected from within the Village were delivered to the MRF or other publicly owned facility designated by Rockland Green, in compliance with the County Flow Control Law.

Section VI.10 YARD WASTE TRANSPORT AND DISPOSAL. Yard Waste Set out by residents in Biodegradable Leaf Bags shall be collected by the Contractor. Leaves, Grass Clippings and Brush may not be mixed. As set out in Table 1 set forth in Appendix 1, Leaves must be delivered to the Leaf Composting Facility in Clarkstown, Grass Clippings and Brush must be delivered to separate areas of the Yard Waste Composting Facility in West Nyack, as provided on Table 1.

Section VI.11 INSPECTION. Rockland Green shall have the right to designate inspectors to ascertain whether or not the Contractor is performing in compliance with the terms of the Service Contract. The Contractor shall allow the inspectors free access at all reasonable times to any and all of the Contractor's facilities and/or equipment and shall abide by the decisions and determinations of Rockland Green.

Section VI.12 IMPROPER SET OUTS. The Contractor will perform Curbside collection of Solid Waste. The Contractor must pick up those portions of Garbage, Bulky Items, Yard Waste and Recyclable Materials which have been properly set out for collection. The Contractor has the right to reject such materials that have been set out improperly. The Village has no ordinance limiting the quantity of waste per set out. The improper set out of Garbage, Bulky Items, includes, but is not limited to, such materials being placed in an undesignated set out location, the bags or trash cans exceeding fifty (50) pounds in weight, more than five (5) Bulky Items being set out, and a set out which includes non-acceptable waste types. Bulky Items cannot be broken down into component parts for purposes of determining the five item limit. For example, a dresser and all of its drawers count as one item.

Recyclable Materials set out by residents in an improper container shall **NOT** be collected by the Contractor. Inclusion of non-designated Recyclable Materials, excessive material contamination, incorrect set out location or any other improper condition which does not comply

with the provisions of the Service Contract shall be grounds for the Contractor to reject the collection of Recyclable Materials. However, all Recyclable Materials which are set out or left in a manner which shall create litter must be collected, regardless of their set out condition. Furthermore, the Contractor must pick up those portions of Recyclable Materials which have been properly set out for collection. Items rejected from collection shall be left at the set out location inside the recycling bin or other container such material was set out in. Such items shall not be left in streets or other public rights-of-way.

The Contractor shall not refuse to collect any materials set out for collection without first following the notification steps described herein. Under the notification process, the Contractor is to collect improperly set out Garbage the first two (2) times improper set outs occur, but not without leaving warning notices (sticker) for the occupant, which state the problem with the set out. The third time a resident improperly sets out Garbage, Bulky Items and/or Recyclable Materials, the Contractor shall not pick up the improperly set out waste and shall affix a final warning notice indicating the reasons for not collecting the waste. All warning notices are to be attached to the container in which the waste was set out or shall be left in the doorway of the Designated Dwelling if no container was used for the set out. Copies of the warning notices are attached as Appendix 3.

The Contractor shall record the address and retain the address in a log which shall be reported to both Rockland Green and the Village by 4:00 p.m. the same day the notice was left. If notification does not take place on the same day the items are rejected, the items shall be considered a missed collection.

Section VI.13 MISSED COLLECTIONS AND SERVICE COMPLAINTS. Missed collections which are reported to Rockland Green or the Village by the resident, no later than 12:00 noon on the day following the last regularly scheduled collection day shall be collected by the Contractor from such location(s) as directed by Rockland Green within four (4) hours of verbal notification from Rockland Green or the Village. All calls related to missed pick-ups or service complaints which are received directly by the Contractor shall be logged by the Contractor, reported to Rockland Green and the Village by 4:00 p.m. the same day the complaint was received, along with the reporting of improper set outs. The Contractor shall contact Village Hall by 3:00 p.m. each collection day to obtain a final list of calls related to missed pick-ups or service complaints, if any, that have been reported to Village Hall. (Any missed pick-ups and service complaints reported to Village Hall shall be logged by the Contractor and reported to Rockland Green by 4:00 p.m. that same day.) Any missed pick-ups shall be collected by the Contractor for such location(s) as soon as possible but no later than the following business day.

Section VI.14 MANNER OF COLLECTION. The Contract Services shall be performed in a neat, clean and workmanlike manner. The Contractor shall load vehicles in such a manner as to prevent spillage or breakage. Any spillage or breakage shall be immediately cleaned up by the Contractor. All receptacles and containers shall be handled as carefully and quietly as possible, being returned (not thrown) to the location where picked up. Receptacles should be left in an upright position with lids placed neatly on top. Employees of the Contractor shall not behave in a manner which is noisy, vulgar, obscene or insulting to customers. All waste collected by the Contractor shall be so contained, tied or enclosed that leaking, spilling or loss from wind blowing is prevented.

The Contractor shall not mix Recyclable Materials with Garbage, Bulky Items, or Yard Waste at any time. The Contractor shall not mix waste generated by Multi-Family Dwellings, commercial, institutional or industrial accounts located inside or outside of the Village boundaries with Garbage, Bulky Items, Recyclable Materials, or Yard Waste, respectively, with any waste collected from Designated Dwellings.

Section VI.15 SPILLAGE AND BREAKAGE. The Contractor shall perform the Contract Services in a manner which will not create odors or litter. The Contractor shall make every effort to prevent waste from spilling or breaking onto streets and properties during the performance of the Contract Services. The Contractor shall immediately and adequately clean up any materials spilled or broken prior to or during the course of collection and/or transportation operations. All collection vehicles shall be equipped at all times with at least one (1) broom and one (1) shovel for such purposes. Should the Contractor fail to clean up the site, clean up may be performed by Rockland Green and any cost incurred will be deducted from the Contractor's monthly payments.

Recyclable Materials including, but not limited to, newspapers which are set out or left in a manner which shall create litter shall be collected regardless of its set out condition. Notification shall be left by the Contractor in the case of improper set out pursuant to the provisions of this Service Contract.

Section VI.16 DAMAGED PROPERTY OF RESIDENTS AND VILLAGE. The Contractor shall perform the Contract Services in a manner which will not damage any public or private property. The Contractor shall promptly repair or replace any and all damage caused in performing the Contract Services. Failure to do so may result in Rockland Green repairing or replacing the damaged property and deducting that cost from the next monthly contract payment.

The Contractor shall avoid damaging containers owned or used by Village residents for the set out of materials for collection. If the Contractor damages or improperly removes any such container, the Contractor must replace the damaged container at the Contractor's expense or Rockland Green shall replace the container and deduct Rockland Green's expense from the next monthly contract payment. All new container replacements required for reasons other than Contractor negligence shall be the responsibility of Rockland Green. Normal wear and tear does not constitute damage requiring replacement or repair under the terms of the Service Contract. The Executive Director of Rockland Green shall be the final arbiter in the event of any such dispute.

Section VI.17 PARTICIPATION IN PILOT STUDIES. GPS Trackers

a) Rockland Green Pilot Programs. In the event that Rockland Green desires to implement a pilot program to test new developments in collection, materials processing or solid waste management or to implement an evaluation of its programs, the Contractor shall enter into good faith negotiation with Rockland Green to determine procedures, equipment, and costs (if any) required to implement the pilot program(s). The Contractor shall participate in good faith in implementation and operation of the pilot program(s) and evaluation program(s) as mutually agreed to with Rockland Green. If an agreement cannot be reached, Rockland Green reserves the right to implement such program(s) itself or by means of another contractor.

b) Contractor Pilot Programs. In the event that the Contractor desires to implement a pilot program(s) to test new developments in collection, materials processing, or solid

waste management, the Contractor shall provide Rockland Green with written notice. The Contractor shall not implement such program(s) without Rockland Green's prior written approval.

## ARTICLE VII.

### GENERAL PROVISIONS

#### Section VII.1 COMPLIANCE WITH APPLICABLE LAW.

(a) Applicable Law, Generally. The Contractor shall, at its own cost and expense, comply with all Applicable Law, rules, regulations, including, but not limited to, those governing the inspection, permitting and licensing of equipment used in the performance of this Service Contract; the appropriate federal, State and local permitting and licensing of all vehicles to be used in the performance of this Service Contract; the County and Village solid waste and recycling ordinances; federal, State and local laws, rules, and regulations regarding solid waste collection and disposal; and the licensing of all drivers of vehicles associated with the performance of this Service Contract; and all Federal, State, and local labor laws, rules, regulations, ordinances, and executive orders, including without limitation, requirements as to minimum wages, prevailing wages, workmen's compensation, and equal employment opportunity. The Contractor must be in compliance with the Flow Control Law at all times during the Term of this Service Contract. All provisions required by law to be included in this Service Contract are hereby deemed included in this Service Contract as if set forth herein at length.

(b) Payment of Prevailing Wages. The Contractor shall comply with the Prevailing Wage Law as provided under Articles 8 and 9 of the New York Labor Law as amended from time to time. The Contractor shall pay the prevailing wages, including any future increases, to those of its employees providing the Contract Services who are required to receive the prevailing wages.

Section VII.2 LIABILITY FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF GARBAGE AND BULKY ITEMS. The Contractor shall be responsible for all liability associated with the collection, transportation and delivery of Garbage, Bulky Items, and Yard Waste to the Designated Disposal Facilities. Without limiting the foregoing, the Contractor shall indemnify, defend and hold harmless Rockland Green and Village from all loss and expenses on account of any tort or other liability resulting from the collection, transportation and disposal of Garbage, Bulky Items, and Yard Waste.

Section VII.3 LIABILITY FOR COLLECTION, TRANSPORTATION, AND MARKETING OF RECYCLABLE MATERIALS. The Contractor shall be responsible for all liability associated with the collection and transportation of Recyclable Materials from the point of collection to the MRF. Without limiting the foregoing, the Contractor shall indemnify, defend and hold harmless Rockland Green and Village from all loss and expenses on account of any tort or other liability resulting from the collection and transportation of Recyclable Materials.

Section VII.4 INDEPENDENT CONTRACTOR. The Contractor's status hereunder is that of an independent contractor. Neither the Contractor nor any person hired, employed or otherwise engaged by the Contractor shall be considered employees of Rockland Green or Village for any purpose and they shall not hold themselves out to be officers or employees of Rockland Green or Village. Neither party to this Service Contract shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due.



Section VII.5 EXCLUSIVE SERVICE. The Contractor while performing the Contract Services provided for under this Service Contract is working exclusively for Rockland Green, but is an independent contractor and is not an employee of Rockland Green or Village.

## ARTICLE VIII.

### SERVICE FEE

#### Section VIII.1 SERVICE FEE.

Calculation of Monthly Service Fee. The service fee payable each month by Rockland Green shall be equal to the Number of Units times the applicable unit pricing for each type of Designated Dwelling, as set forth in Appendix 6 (the "Service Fee"). This monthly Service Fee calculation shall equal the total amount payable by Rockland Green to the Contractor for any given month. In no event shall Rockland Green be responsible for the payment of any tipping fees, or other costs and expenses associated with the Contractor's performance of the Contract Services, except as otherwise set forth herein.

#### Section VIII.2 NUMBER OF UNITS CALCULATION.

(a) Annual Adjustment. The Number of Units count may be adjusted every January 1 during the Term, at Rockland Green's direction, based on the prior year's certified report from the Town of Ramapo's Assessor's Office. The total Service Fee price payable to the Contractor shall be adjusted accordingly on a per Designated Dwelling price basis as set forth in Appendix 6.

(b) Reduction in Contract Area. In the event that a portion of the collection area should fall under the jurisdiction of a municipality other than the Village during the Term, the estimated number of Designated Dwellings included hereunder may be greatly reduced and the Service Fee price payable to the Contractor shall be proportionately decreased at the time the municipality formally comes into existence.

(c) Increase in Contract Area. Rockland Green reserves the right to add further categories of dwellings for receipt of collection services from the Contractor. The Contractor shall provide service to such additional dwellings upon the receipt of notice from Rockland Green, providing a reasonable amount of time for the Contractor to mobilize for such service. The Contractor shall take all actions necessary to provide such service at the same level of quality as other collection services specified herein. The fee for providing collection services to each such additional dwelling shall be negotiated between Rockland Green and the Contractor at the time of such designation.

#### Section VIII.3 SERVICE FEE PAYMENT PROCEDURES.

(a) Contractor Invoices. The Contractor shall submit to Rockland Green the Monthly Report (in accordance with the requirements of Appendix 5) within five (5) days following the month for which such report is being submitted. As part of the Monthly Report, the Contractor

shall submit a properly completed and executed monthly invoice for such period in the form set forth in Appendix 6. Within five (5) days following the month for which an invoice is being filed, the Contractor shall submit to Rockland Green a properly completed and executed invoice. With each invoice, the Contractor shall submit a certified affidavit, signed under penalty of perjury, that (1) the Solid Waste (including Recyclable Materials) delivered to the Designated Disposal Facilities was generated solely from within the Village, (2) that the tonnages of all Solid Waste and Recyclable Materials delivered to the Designated Disposal Facilities are true and correct, and (3) all of the Solid Waste delivered to the Designated Disposal Facilities was in compliance with the County's Flow Control Law. Tipping fees to be paid to Rockland Green for the disposal of Solid Waste collected from Designated Dwellings shall be the responsibility of the Contractor. The Contractor shall obtain and maintain for their own records, waste collection, delivery and disposal records including weight receipts from Rockland Green's scales denoting the tonnages of Solid Waste collected, transported and disposed of pursuant to this Service Contract.

(b) Rockland Green Payment of Contractor Invoices. Rockland Green shall pay the Contractor for the Contract Services within thirty (30) days following the receipt and approval by Rockland Green of the Contractor's invoice; however, Rockland Green reserves the right to audit or otherwise request the monthly tonnage receipts obtained from the appropriate Designated Facilities following the disposition of the respective materials. Payment shall not be made unless all required documentation is submitted by the Contractor, which includes an invoice and Solid Waste weigh scale tonnage receipts.

(c) No Adjustment to Unit Pricing. There shall be no adjustments to the contract unit prices or payments on account of any increase or decrease in: (i) tonnage of Solid Waste collected, (ii) labor costs, or (iii) operating and maintenance expenses. Cost adjustments shall only be made, in accordance with the Service Contract, as such adjustments relate to Rockland Green designation of a Disposal Facility. Any affiliated company that owes Rockland Green money may be included in the monthly payment as an adjustment by Rockland Green.

(d) Deductions from Service Fee. Any payment due to Rockland Green from the Contractor, including, but not limited to, damages and other costs incurred by Rockland Green for clean-up, repairs, or collection of Solid Waste due to the Contractor's failure to perform such services shall be deducted by Rockland Green prior to authorization of each monthly payment.

(e) Failure to Timely Submit Monthly Invoice. To the extent the Contractor fails to submit its monthly invoice to Rockland Green within 30 days following the month for which the invoice is being billed, the Contractor relinquishes its right to payment for the services provided during the month for which the Contractor failed to provide the monthly invoice.

Section VIII.4 OTHER MONIES OWED TO ROCKLAND GREEN. To the extent the Contractor, or an Affiliate or subsidiary of the Contractor, or a Related Party, owes Rockland Green monies pursuant to contractual arrangements outside of the Service Contract or for services provided by Rockland Green outside of the Service Contract, Rockland Green may deduct such amount(s) from monies due to the Contractor under the Service Contract. In addition, the Contractor shall comply at all times with Rockland Green's tip fee payment policy. As part of Rockland Green's tip fee payment policy, Rockland Green shall have the right, in its sole discretion, to require the Contractor to provide and maintain throughout the Term a deposit of funds for escrow with Rockland Green, in accordance with Rockland Green's escrow procedures and in

an amount to be determined by Rockland Green, for the payment of monies owed to Rockland Green by the Contractor, a subsidiary of the Contractor, an Affiliate of the Contractor or a Related Party in connection with (i) any contractual arrangements between Rockland Green and the Contractor, a subsidiary of the Contractor, an Affiliate of the Contractor or a Related Party other than this Service Contract, or (ii) for services provided by Rockland Green to the Contractor, an Affiliate of the Contractor, a subsidiary of the Contractor or a Related Party outside of the Service Contract.

Section VIII.5 RECYCLABLE MATERIALS TRANSPORT AND MARKETING. The Contractor shall transport all Recyclable Materials to the MRF or other publicly owned facility designated by Rockland Green. All revenues generated from the marketing of such materials shall be the property of Rockland Green. The Contractor shall use its best efforts to prevent the delivery of Hazardous Waste or any material other than Recyclable Materials to the MRF. If any material other than Recyclable Materials or any Hazardous Waste is included in any delivery of Recyclable Materials to the MRF, the Contractor shall be liable for the payment of damages to Rockland Green as set forth herein. The Contractor shall certify by affidavit signed under penalty of perjury, and submitted with its monthly invoice, that (1) the Recyclable Materials delivered to the MRF or other Designated Facility were solely generated from within the Village; and (2) that all of the Recyclable Materials collected from within the Village were delivered to the MRF or other Designated Facility, in compliance with the County Flow Control Law.

Section VIII.6

## ARTICLE IX.

### BREACH, DEFAULT, REMEDIES AND TERMINATIONS

Section IX.1 REMEDIES FOR BREACH.

The parties agree that except as otherwise provided in this Service Contract with respect to termination rights, in the event that either party breaches this Service Contract, the other party may exercise any legal rights it has under this Service Contract, under the Security Instrument(s) and under Applicable Law to recover damages or to secure specific performance, and that such rights to recover damages and to secure specific performance shall ordinarily constitute adequate remedies for any such breach.

Section IX.2 EVENTS OF DEFAULT BY THE CONTRACTOR.

(a) Events of Default Not Requiring Previous Notice or Further Cure Opportunity for Termination. Each of the following shall constitute an Event of Default by the Contractor upon which Rockland Green, by notice to the Contractor, may terminate this Service Contract, in whole or in part, without any requirement of having given notice previously or of providing any further cure opportunity:

1. Security for Performance. The failure of the Contractor to obtain or maintain in full force and effect any Security Instrument required by and in accordance with Article X as security for performance of the Service Contract;

2. Failure to Perform Mobilization Activities. The failure of the Contractor to perform its mobilization obligations pursuant to Article V;
3. Assignment of the Contract. The assignment, transfer, conveyance, subcontract, or any funds due therefrom, or other disposition by the Contractor of the Service Contract, other than as permitted herein;
4. Failure to Perform Collection Services for a 24-Hour Period. The failure of the Contractor to perform collection services for a 24-hour period;
5. Change in Ownership Structure. The failure of the Contractor to comply with the provisions set forth in Section 11.2;
6. False Representation. A representation or warranty made by the Contractor in this Service Contract that is materially false or inaccurate;
7. Misleading Statement or Certification. A statement or certification made by the Contractor relating to this Service Contract or the performance of the Contract Services is intentionally misleading or knowingly untrue or incorrect;
8. Violation of Flow Control. A violation of the Flow Control Law;
9. Violation of New York Labor Law. A violation of the New York Labor Law;
10. Insolvency. The insolvency of the Contractor as determined under the Bankruptcy Code;
11. Voluntary Bankruptcy. The filing by the Contractor of a petition of voluntary bankruptcy under the Bankruptcy Code; the consenting of the Contractor to the filing of any bankruptcy or reorganization petition against the Contractor under the Bankruptcy Code; or the filing by the Contractor of a petition to reorganize the Contractor pursuant to the Bankruptcy Code;
12. Involuntary Bankruptcy. The issuance of an order of a court of competent jurisdiction appointing a receiver, liquidator, custodian or trustee of the Contractor or of a major part of the Contractor's property, respectively, or the filing against the Contractor of a petition to reorganize the Contractor pursuant to the Bankruptcy Code, which order shall not have been discharged or which filing shall not have been dismissed within 90 days after such issuance or filing; or
13. Illegal Dumping. The illegal dumping of Solid Waste by the Contractor.

If the Service Contract is annulled under subsection (10), (11), or (12) of this Section, the Contractor shall not be entitled to any damages on account thereof nor shall such annulment affect the right of Rockland Green to recover against the Contractor or his surety damages which may arise, or extra costs which may be incurred by Rockland Green as the result of the failure of the Contractor to carry out the terms of this Service Contract.

(b) Events of Default Requiring Previous Notice and Cure Opportunity for Termination. It shall be an Event of Default by the Contractor upon which Rockland Green may terminate this Service Contract, in whole or in part, by notice to the Contractor, if the Contractor fails, refuses or otherwise defaults in its duty to (1) pay any amount required to be paid to Rockland Green under this Service Contract within 60 days following the due date for such payment, (2) except to the extent set forth in item 3 of subsection (a) of this Section, provide collection, transportation and disposal service, and all obligations ancillary thereto pursuant to the Service Contract, (3) maintain sufficient labor and equipment to properly execute working operations, (4) supply complete and accurate information, records or accounts as provided herein, (5) comply with the requirements of Section 6.13 on a repeated basis, (6) except to the extent set forth in item 8 of subsection (a) of this Section, dispose of Solid Waste collected under the Service Contract at a Designated Disposal Facility in accordance with the Service Contract, (7) pay tipping fees on charges (if any) at the Designated Disposal Facilities, (8) comply with Applicable Law, or (9) to perform any other material obligation under this Service Contract (unless such default is excused by an Uncontrollable Circumstance as and to the extent provided herein), except that no such default (other than those set forth in subsection (a) of this Section) shall constitute an Event of Default giving Rockland Green the right to terminate this Service Contract for cause under this subsection unless:

1. Rockland Green has given prior notice to the Contractor stating that in its opinion a specified default exists which gives Rockland Green a right to terminate this Service Contract for cause under this Section unless such default is corrected within a reasonable period of time, and describing the default in reasonable detail; and

2. The Contractor has not initiated within a reasonable time (in any event not more than 10 days from the initial default notice) and continued with due diligence to carry out to completion all actions reasonably necessary to correct the default and prevent its recurrence; except that if the Contractor shall have initiated within such reasonable time and continued with due diligence to carry out to completion all such actions, the default shall not constitute an Event of Default during such period of time (in any event not more than 30 days from the initial default notice) as the Contractor shall continue with due diligence to carry out to completion all such actions.

(c) Remedies Upon Contractor Event of Default. The right of termination provided under this Section upon an Event of Default by the Contractor is not exclusive. If this Service Contract is terminated by Rockland Green after the Contract Date for an Event of Default by the Contractor, Rockland Green shall have the right to pursue a cause of action for actual damages and to exercise all other remedies which are available to it under this Service Contract, under the Security Instruments and under Applicable Law. The Contractor shall not be entitled to any compensation for services provided subsequent to receiving any notice of termination for an Event of Default under this Section.

(d) Authority Determination of an Event of Default. The Executive Director of Rockland Green shall make the determination of whether an Event of Default has occurred and shall notify the Contractor of such Event of Default as provided for in the Service Contract. The above notwithstanding, in the event of an occurrence of an Event of Default by the Contractor, Rockland Green shall have the right to take whatever corrective action Rockland Green deems

appropriate, including, but not limited to, withholding Service Fee payments, termination of the Service Contract, or calling upon the Performance Bond and retaining all interest which may have accrued from the initial date of deposit with Rockland Green.

Section IX.3 EVENTS OF DEFAULT BY ROCKLAND GREEN.

(a) Events of Default Permitting Termination. The following shall constitute an Event of Default on the part of Rockland Green for which the Contractor may terminate this Service Contract pursuant to the notice and cure opportunity requirements set forth in (b) below.

(b) Events of Default for which Contractor May Terminate. The failure or refusal by Rockland Green to make payments of any undisputed amounts owed by Rockland Green to the Contractor unless such failure or refusal is excused by an Uncontrollable Circumstance or Contractor breach.

(c) Notice and Cure Provisions. No event of default set forth in (a) above shall constitute an Event of Default for which the Contractor may terminate this Service Contract unless:

(i) the Contractor has provided Rockland Green with written notice advising Rockland Green that the specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Service Contract on the part of Rockland Green, and

(ii) Rockland Green has neither challenged in an appropriate forum the Contractor's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Service Contract nor corrected or taken steps to correct such default within a reasonable period of time, but not more than 60 days from the date of the notice, proceed to dispute resolution procedures set out in this Article. If Rockland Green shall have, however, diligently taken steps to correct such default within a reasonable period of time, the same shall not constitute an Event of Default for as long as Rockland Green is continuing to take such steps to correct such default. In the event Contractor terminates the Service Contract pursuant to this Section, Rockland Green shall be required to pay all undisputed amounts owed pursuant to the Service Contract within 30 days of such termination.

(d) No Other Rockland Green Failures Shall Constitute an Event of Default. No other failure on the part of Rockland Green shall constitute an event of default for which the Contractor may terminate this Service Contract.

Section IX.4 ROCKLAND GREEN RIGHT TO TERMINATE FOR CONVENIENCE.

Rockland Green shall have the right at any time during the Term of the Service Contract to terminate the Service Contract for Rockland Green's convenience upon 30 days' prior notice to the Contractor.

Section IX.5 OBLIGATIONS OF THE CONTRACTOR UPON TERMINATION OR EXPIRATION.

(a) Contractor Obligations. Upon any termination or expiration of the Service Contract, the Contractor shall, as applicable:

1. stop performance of the Contract Services on the date and to the extent specified by Rockland Green.
2. deliver to Rockland Green a copy of all books and records in its possession relating to the performance of the Contract Services.
3. promptly deliver to Rockland Green copies of all Subcontracts, and assign to Rockland Green any Subcontract that Rockland Green elects in writing, at its sole election and without obligation, to have assigned to it;
4. terminate all Subcontracts which Rockland Green has not directed the Contractor to assign, and make no additional agreements with Subcontractors with respect to the Contract Services;
5. notify Rockland Green promptly of any Legal Proceedings against the Contractor by any Subcontractor or third parties relating to the termination of the Contract Services (or any Subcontracts);
6. take such other actions, and execute such other documents as may be necessary to effectuate and confirm the foregoing matters.

(b) Payment of Costs. Upon the termination or expiration of the Service Contract, the Contractor shall pay the costs and expenses of performing its obligations under this Section. If the Contractor fails to comply with any obligation under this Section, Rockland Green may perform such obligation and the Contractor shall pay on demand all reasonable costs thereof.

#### Section IX.6 LIQUIDATED DAMAGES.

In accordance with the Service Contract, the Contractor shall be liable to Rockland Green for the payment of liquidated damages under certain circumstances of nonperformance, breach and default. The parties agree that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain, and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Such liquidated damages shall constitute the only damages payable by the nonperforming, breaching or defaulting party for such individual act of nonperformance, breach or default, regardless of legal theory. Nothing in this section shall be construed to limit any non-damage remedies, including termination, also provided for herein with respect to any such nonperformance, breach or default.

The damages, as listed below, shall be deducted from the Service Fee payment due to the Contractor following the occurrence of the circumstance of nonperformance, breach, or default.

- Failure of Contractor to comply with the Flow Control Law, or the illegal dumping of Solid Waste, shall result in damages payable by the Contractor to Rockland Green in an amount equal to ten thousand dollars (\$10,000) per incident.

- Failure to collect Garbage that has been properly set out for collection shall result in damages payable by the Contractor to Rockland Green in an amount equal to two hundred dollars (\$200) per day for each Designated Dwelling, plus the cost of alternative collection methods.
- Failure to collect Recyclable Materials shall result in damages payable by the Contractor to Rockland Green in an amount equal to two hundred dollars (\$200) per day for each Designated Dwelling, plus the cost of alternative collection methods.
- Failure to collect Bulky Items that are properly set out for collection shall result in damages payable by the Contractor to Rockland Green in an amount equal to two hundred dollars (\$200) per day for each Designated Dwelling, plus the cost of alternative collection methods.
- Failure to collect Grass Clippings, Leaves or Brush that has been properly set out for collection shall result in damages payable by the Contractor to Rockland Green in an amount equal to two hundred dollars (\$200) per day for each Designated Dwelling, plus the cost of alternative collection methods.
- Failure to clean up spilled Garbage, Bulky Items, Grass Clippings, Brush, Leaves or Recyclable Materials shall result in the damages payable by the Contractor to Rockland Green in an amount equal to two hundred dollars (\$200) per occurrence, plus the cost of cleanup.
- Failure to notify Rockland Green or Village of being unable to complete the daily scheduled collection route, report complaints or personnel changes, submit weigh scale receipts of tonnage delivered or any failure of proper notification to Rockland Green or Village as required under this Service Contract shall result in damages payable by the Contractor to Rockland Green in an amount equal to two hundred dollars (\$200) per occurrence.
- Mixing of categories of Solid Waste in violation of the requirements of the Service Contract shall result in damages payable by the Contractor to Rockland Green in an amount equal to two thousand five hundred dollars (\$2,500) per occurrence, and shall result in a breach of contract.
- Commingling of Garbage, Bulky Items, and/or Recyclable Materials from accounts or sources not included under the provisions of the Service Contract shall result in damages payable by the Contractor to Rockland Green in an amount equal to two thousand five hundred dollars (\$2,500) per occurrence, and shall result in a breach of Contract.
- Delivery of Recyclable Materials which contain ten percent (10%) or more by volume of non-recyclable materials in violation of Section 6.10 or contain any Hazardous Waste or Regulated Medical Waste shall result in damages payable by the Contractor to Rockland Green in an amount equal to two thousand five hundred dollars (\$2,500) per occurrence.



- Absence of broom and/or shovel on collection and transportation vehicles shall result in damages payable by the Contractor to Rockland Green in an amount equal to fifty dollars (\$50) per day, per vehicle.
- Illegal dumping shall result in damages payable by the Contractor to Rockland Green in an amount equal to ten thousand dollars (\$10,000) per occurrence, and shall result in an event of default of the Service Contract subject to immediate termination.

Section IX.7 DAMAGES.

The Contractor shall reimburse Rockland Green for any actual damages or costs, as well as court costs and reasonable attorney's fees, related to or arising out of the Contractor's failure to perform the Contractor's obligations under the Service Contract. This remedy shall be in addition to, not in lieu of, any other remedies of Rockland Green provided by law, equity, or the Service Contract.

Section IX.8 SURVIVAL OF CERTAIN PROVISIONS UPON TERMINATION.

The following provisions, rights and obligations shall survive the termination of this Service Contract: (1) all representations and warranties of the parties contained in Article II, (2) each of the party's indemnity obligations in the Service Contract with respect to events that occurred prior to the Termination Date or during the Contractor's provision of post-termination services under Section 9.5, (3) all provisions of the Service Contract that expressly establish post-termination obligations, and (4) all obligations that have accrued prior to the Termination Date have not been performed or satisfied. No termination of the Service Contract shall (a) limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination, or (b) preclude either party from impleading the other party in any Legal Proceeding originated by a third party as to any matter occurring during the Term.

Section IX.9 WAIVERS.

Unless otherwise specifically provided by the terms of this Service Contract, no delay or failure to exercise a right resulting from any breach of this Service Contract will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. If any covenant or agreement contained in this Service Contract is breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and will not be deemed to waive any other breach under this Service Contract.

Section IX.10 NO CONSEQUENTIAL OR PUNITIVE DAMAGES.

In no event shall either party be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or nonperformance of its obligations under the Service

Contract, or the material falsity or inaccuracy of any representation made in the Service Contract, whether such claims are based upon contract, tort, negligence, warranty or other legal theory, provided, however, that nothing in this Section shall limit the obligation of the Contractor to indemnify Rockland Green for any special, incidental, consequential, punitive or similar damages claimed by third parties as a result of any act or circumstance for which the Contractor is obligated to indemnify Rockland Green hereunder.

Section IX.11 NO CLAIMS AGAINST OFFICERS, AGENTS AND EMPLOYEES.

No claim whatsoever shall be made by the Contractor against any officer, agent or employee of Rockland Green, or by Rockland Green against any officer, agent or employee of the Contractor, for, or on account of, anything done or omitted in connection with the Service Contract.

Section IX.12 DISPUTE RESOLUTION/MEDIATION/ARBITRATION.

It is the express intention of the parties that all legal actions and proceedings related to the Service Contract or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in the New York Supreme Court located in Rockland County.

Section IX.13 RESPONSIBILITY FOR ADDITIONAL COSTS TO ROCKLAND GREEN.

If the Contractor's failure to perform its obligations hereunder regardless of cause results in an expense to Rockland Green of completing the Contract Services, or a portion thereof, in excess of the amount which would have been payable under this Service Contract, then the Contractor and/or its surety shall pay the amount of such excess to Rockland Green on notice from Rockland Green of such excess due. When any particular part of the Contract Services is being carried out by Rockland Green by contract or otherwise under the provisions herein, the Contractor shall continue the remainder of the work in conformity with the terms of this Service Contract.

Section IX.14 FAILURE TO TESTIFY.

If the Contractor or any of its members, partners, directors, or officers refuse when called before a grand jury, head of a State department, temporary State commission or other State agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(i) the Contractor and any of its members, partners, directors or officers and any firm, partnership or corporation which such person is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with Rockland Green or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and

(ii) any and all contracts made with Rockland Green or official thereof, by the Contractor or any of its members, partners, directors or officers and any firm, partnership or corporation of which such person is a member, partner, director or officer may be canceled or terminated by Rockland Green without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by Rockland Green for Contract Services completed prior to such cancellation or termination shall be paid by Rockland Green.

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## ARTICLE X.

### INSURANCE, UNCONTROLLABLE CIRCUMSTANCES, INDEMNIFICATION, AND SECURITY

#### Section X.1 INSURANCE.

(a) Contractor Insurance. On or prior to the Contract Date, the Contractor shall obtain the Required Insurance in accordance with the requirements of Appendix 7. The Contractor shall maintain the Required Insurance throughout the Term and shall pay all premiums with respect thereto as the same become due and payable.

(b) Insurers, Deductibles and Rockland Green Rights. All insurance required by this Section shall be obtained and maintained from financially sound and generally recognized responsible insurance companies meeting the qualifications set forth in Appendix 7. The insurers selected by the Contractor shall authorize to write such insurance in the State. The insurance coverage may be written with deductible amounts as and to the extent permitted by Appendix 7, and the Contractor shall be responsible for paying all such deductible amounts. The Contractor shall also be responsible for any excluded losses (or any other losses for which an insurer fails to provide coverage) if such losses are within the liability of the Contractor hereunder. All policies for such insurance coverage shall provide for at least 30 days' prior written notice of the cancellation thereof to the Contractor and Rockland Green (except with respect to cancellation for nonpayment of premiums to which a 10-day written notice shall be required). All policies of insurance required by this Section shall be primary insurance without any right of contribution from other insurance carried by Rockland Green. The parties will waive the subrogation rights of its various insurance carriers in favor of the other party.

(c) Certificates of Insurance. The Contractor shall furnish Rockland Green with certificates of insurance at the following times: (1) on or prior to the Contract Date; (2) no later than ten (10) days prior to the Service Commencement Date and at least 30 days prior to the beginning of each subsequent Contract Year; and (3) otherwise as requested by Rockland Green. Each certificate of insurance (or renewal certificate of insurance) furnished hereunder shall (a) evidence the existence and coverage amounts of the Required Insurance; (b) show Rockland Green, the Village and their officers, agents, employees, and consultants as "additional insured" parties on each policy of Required Insurance, except worker's compensation and employer's liability coverage; (c) not include text limiting the right of Rockland Green to rely on the information in the certificate of insurance; and (d) otherwise be in a form acceptable to Rockland Green.

(d) Maintenance of Insurance Coverage. If the Contractor fails to pay any premium of Required Insurance, or if any insurer cancels any Required Insurance policy and the Contractor fails to obtain replacement coverage so that the Required Insurance is maintained on a continuous basis, then at Rockland Green's election (without any obligation to do so) Rockland Green following five (5) days' notice to the Contractor and opportunity to cure, may pay such premium to the insurer or procure similar insurance coverage from another company or companies and upon such payment by Rockland Green the amount thereof shall be immediately reimbursable to Rockland Green by the Contractor. The contractor shall comply with the conditions of all applicable Required Insurance and take all steps necessary to assure that Required Insurance remains continuously in effect in accordance with the requirements of this Service Contract during

the Term hereof, and shall immediately notify Rockland Green of any change in insurance coverage that could materially and adversely affect Rockland Green. The failure of the Contractor to obtain and maintain any Required Insurance shall not relieve the Contractor of its liability for any losses intended to be insured thereby. The purchase of insurance to satisfy the Contractor's obligations under this Section shall not be satisfaction of any Contractor liability under this Service Contract or in any way limit, modify or satisfy the Contractors' indemnity obligations under Section 10.3.

Section X.2 UNCONTROLLABLE CIRCUMSTANCES.

(a) Relief from Obligations. Except as expressly provided under the terms of the Service Contract, neither party to this Service Contract shall be liable to the other for any loss, damage, delay, default or failure to perform any obligation to the extent it results from the occurrence of an Uncontrollable Circumstance. The parties agree that the relief for an Uncontrollable Circumstance described in this Section shall apply to all obligations in this Service Contract, except to the extent specifically provided otherwise, notwithstanding that such relief is specifically mentioned with respect to certain obligations in the Service Contract but no other obligations. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a party's obligation to pay monies previously accrued and owing under the Service Contract, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstance.

(b) Notice and Mitigation. The party that asserts the occurrence of an Uncontrollable Circumstance shall notify the other party by telephone or facsimile, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the occurrence thereof, followed within 15 days by a written description of: (1) the Uncontrollable Circumstance and the cause thereof; (2) the date of the Uncontrollable Circumstance began, its estimated duration, and the estimated time during which the performance of such party's obligations hereunder shall be delayed, or otherwise affected; and (3) the estimated impact of the Uncontrollable Circumstance on all obligations of such party under the Service Contract. The affected party shall also provide prompt notice of the cessation of such Uncontrollable Circumstance. Whenever an Uncontrollable Circumstance occurs, the party claiming to be adversely affected thereby shall, as promptly as practicable, use all commercially reasonable efforts to eliminate the cause thereof, reduce costs resulting therefrom, mitigate and limit damage to the other party, and resume full performance under the Service Contract. While the Uncontrollable Circumstance continues, the affected party shall give notice to the other party before the first day of each succeeding month, updating the information previously submitted. The party claiming to be adversely affected by an Uncontrollable Circumstance shall bear the burden of proof, and shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other party.

(c) Rockland Green Right to Determine of Existence of Uncontrollable Circumstance. The occurrence of an Uncontrollable Circumstance shall be determined by the Executive Director of Rockland Green. Any failure by the Contractor to resume performance of the Contract Services following a determination by the Executive Director of Rockland Green and notice from Rockland Green that such Uncontrollable Circumstance has ended, shall constitute a breach of the Service Contract.

Section X.3 INDEMNIFICATION BY THE CONTRACTOR.

(a) The Contractor shall indemnify, defend and hold harmless the Village and Rockland Green, and their elected officials, appointed officers, agents, representatives, contractors, subcontractors and employees (each an "Authority Indemnitee"), from and against any and all Loss-and-Expense incurred by an Authority Indemnitee to third parties arising from or in connection with (or alleged to arise from or in connection with) the performance of the Contract Services, including, but not limited to, (1) any failure by the Contractor to perform its obligations under the Service Contract; (2) the negligence or willful misconduct of the Contractor or any of its officers, directors, employees, representatives, agents or Subcontractors, (3) any accident occurring during collection, transport or disposal of Recyclable Materials, (4) any nuisance condition caused by the Contractor or its agents, representatives, contractors, Subcontractors or employees, (5) any Contractor non-compliance with Applicable Law, (6) any infringement or unauthorized use of any patent, trademark, copyright, or trade secret relating to, or for the performance of, the Contract Services. The Contractor's indemnity obligations hereunder shall not be limited to any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events. The Contractor, shall not, however, be required to reimburse or indemnify any Authority Indemnitee for any Loss-and-Expense to the extent caused by the gross negligence or willful misconduct of any Authority Indemnitee or to the extent attributable to any Uncontrollable Circumstance. These indemnification provisions are for the protection of Rockland Green Indemnitees only and shall not establish, of themselves, any liability to third parties or any benefit to any insurance company or any third party. The provisions of this section shall survive the termination of the Service Contract.

Section X.4 PERFORMANCE BOND.

As of the Service Commencement Date and throughout the term of this Service Contract, the Contractor shall furnish to Rockland Green, with Rockland Green as beneficiary, a bond for the faithful performance of this Service Contract, effective for the full term of the performance of the Service Contract, and renewable each year of this Service Contract each in an amount equal to one hundred (100%) of the total annual awarded amount of this Service Contract for that year, in a form acceptable to Rockland Green's attorney.

Agents of bonding companies which write bonds for the performance of this Service Contract shall furnish the necessary power of attorney, bearing the seal of the company, and evidencing such agent's authority to execute the particular type of bond to be furnished, as well as the right of the surety company to do business in the State of New York.

The performance bond shall be in a form agreed to by Rockland Green and issued by a surety contractor: (1) approved by Rockland Green having a rating of "A" in the latest revision of the A.M. Best Contractor's Insurance Report; (2) listed in the United States Treasury Department's Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies"; and, (3) properly registered and licensed to conduct business in the State. The performance bond shall be renewable prior to the start of each succeeding year of this Service Contract, and shall be delivered to Rockland Green with proof of full payment of the premium within one hundred twenty (120) days prior to the expiration of the existing bond. The expenses of meeting and maintaining this bond requirement are the sole responsibility of the Contractor.

The failure by the Contractor to provide such bond by such date shall constitute an immediate event of default. The bond must provide that in the event of a default by the Contractor in payment of compensation due to Rockland Green or in the event of other loss to Rockland Green, arising from the Company's performance of this Service Contract, Rockland Green may draw down such sums immediately upon presentation of the instrument without notice to the Contractor.

## ARTICLE XI.

### MISCELLANEOUS

Section XI.1 ASSIGNMENT AND TRANSFER. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of all or any part of the Contractor's right, title, or interest herein (including without limitation through a sale of assets or ownership interest, merger, consolidation or other change of control) to any third party, or assign all or any portion of compensation then or thereafter due under the terms hereof, without the previous written consent of Rockland Green. If the Contractor violates this Section, Rockland Green shall have the right, in its sole discretion, to terminate this Service Contract without prior notice and without a cure period, and in the event of such termination, the Contractor shall forfeit all monies earned hereunder. Rockland Green may, without the consent of the Contractor, make assignments create such security interests in its rights hereunder and pledge such monies receivable hereunder as may be required in connection with the issuance of bonds.

Section XI.2 CHANGE IN OWNERSHIP OF CONTRACTOR, PARENT COMPANY AFFILIATE. The Contractor shall provide Rockland Green with sixty (60) days' prior written notice of any change of any nature in the ownership (which includes the ownership structure) of the Contractor or any parent, subsidiary or affiliate thereof, including without limitation any transfers of shares of stock, membership or other ownership units of the Contractor, parent subsidiary or affiliate. In addition, if the Contractor is a privately held company, the Contractor shall provide Rockland Green with sixty (60) days' prior written notice of any changes in the officers, principals or directors of the Contractor. Subsequent to any such notices, the Contractor shall provide upon request of Rockland Green any reasonable information requested by Rockland Green related to such change in ownership (which includes the ownership structure), officers, principals or directors. At any time within sixty (60) days following Rockland Green's receipt of such supporting information, Rockland Green shall have the right to terminate this Service Contract upon thirty (30) days' notice to the Contractor. In the event of a violation of this Section by the Contractor, Rockland Green shall have the right in its sole discretion to terminate this Service Contract without prior notice or cure period, and in the event of such termination, the Contractor shall forfeit all monies earned hereunder.

Section XI.3 REIMBURSEMENT. The Contractor shall reimburse Rockland Green for any actual damages or costs, as well as court costs and reasonable attorney fees, related to or arising out of the Contractor's failure to perform the Contractor's obligations under this Service Contract. This remedy shall be in addition to, not in lieu of, any other remedies of Rockland Green provided by law, equity, or this Service Contract.

Section XI.4 WITHHOLDING OF CONTRACT PAYMENTS. In the event that the Contractor fails to perform any of the Contractor's obligations under this Service Contract,

Rockland Green shall have the right to withhold payments to the Contractor to the extent of any amount owed by the Contractor under any provisions of this Service Contract. This remedy is in addition to, and not in lieu of, any other rights of Rockland Green provided by law, equity or this Service Contract.

Section XI.5 JOINT LIABILITY. If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable for Contract violations.

Section XI.6 BINDING EFFECT. The provisions, covenants, and conditions in this Service Contract apply to bind the parties, their legal heirs, representatives, successors, and assignees.

Section XI.7 AMENDMENT OF SERVICE CONTRACT. No modification or amendment of the terms hereof shall be effective or binding upon the parties unless written and signed by the authorized representatives of Rockland Green and the Contractor. A signed original of the amendment is to be fastened to the original Service Contract with signed copies retained by both parties.

Section XI.8 INSOLVENCY. If at any time prior to the date herein fixed as the termination of the Term of this Service Contract, there shall be filed by or against said Contractor, in any Court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Contractor's property, and within thirty (30) days thereof the Contractor fails to secure a discharge thereof, or if the Contractor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, this Service Contract may be declared canceled and terminated and in such event neither Contractor nor any person claiming through or under Contractor or by virtue of any statute or of an order of any court shall be entitled to the Service Contract nor any rights therewith.

If the Service Contract is annulled under this section, the Contractor shall not be entitled to any damages on account thereof nor shall such annulment affect the right of Rockland Green to recover against the Contractor or his surety damages which may arise, or extra costs which may be incurred by Rockland Green as the result of the failure of the Contractor to carry out the terms of the Service Contract.

Section XI.9 NO WAIVERS. No action of either party pursuant to this Service Contract (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Service Contract. No course of dealing or delay by either party in exercising any right, power or remedy under this Service Contract shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of either party under this Service Contract shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section XI.10 NO DISCRIMINATION. The Contractor shall not discriminate nor permit discrimination by any of its officers, employees, agents and representatives against any person because of age, race, color, religion, national origin, sex, sexual orientation or physical or mental



disability. The Contractor will take all actions reasonably necessary to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, national origin, sex, sexual orientation or physical or mental disability. Such action shall include, without limitation, recruitment and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall impose the nondiscrimination provisions of this section by contract on all subcontractors hired with Rockland Green's consent to perform work related to performance of its obligations hereunder and shall take all reasonable actions necessary to enforce such provisions. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor shall demonstrate compliance with Rockland Green's Affirmative Action Program.

Section XI.11 NOTICE OF LITIGATION. Each party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Service Contract or any other agreement relating thereto executed by Rockland Green or the Contractor or any permit or order issued in connection herewith.

Section XI.12 FURTHER ASSURANCES. Each party agrees to execute and deliver any instruments to give any representations and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Service Contract.

Section XI.13 NOTICES.

a) Operating Notices. Any notices or communications hereunder related to routine, operation matters arising under the Service Contract and related day-to-day operations issues ("Operating Notices"), shall be may be delivered by email, facsimile, or may be given personally by telephone promptly followed by email or facsimile confirmation to Rockland Green.

If to the Company:

If to Rockland Green: Yisroel Eisenbach, Director Constituent Services  
Rockland Green  
172 Main Street  
Nanuet, New York 10954  
Tel: (845) 735-2200  
Fax: (845) 753-2281  
[yeisenbach@rocklandgreen.com](mailto:yeisenbach@rocklandgreen.com)

b) Notices Other Than Operating Notices. All notices, consents, approvals or communications given pursuant to the terms of this Service Contract other than Operating Notices,

shall be given in writing and shall be sufficiently given if delivered in person or by overnight courier to the following:

If to the Company:

If to Rockland Green:

Gerard M. Damiani, Jr., Executive Director  
Rockland County Solid Waste Management Authority  
d/b/a Rockland Green  
172 Main Street  
Nanuet, New York 10954  
[gdamian@rocklandgreen.com](mailto:gdamian@rocklandgreen.com)

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party. Notices and communications given by mail hereunder shall be deemed to have been given five (5) days after the date of dispatch; all other notices shall be deemed to have been given upon receipt.

Section XI.14 ENTIRE AGREEMENT. This Service Contract and its attachments constitute the entire Service Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Service Contract shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

*[Signature page to follow]*

**IN WITNESS WHEREOF**, the parties have caused this Solid Waste Collection Transportation and Disposal Agreement for the Village of Airmont to be executed and delivered by their duly authorized officers or representatives as of the date first written above.

Rockland County Solid Waste Management Authority d/b/a  
Rockland Green

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

Name: Gerard M. Damiani, Jr.

Title: Executive Director

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

Name:

Title:

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**APPENDIX 1**

**VILLAGE MAP,  
LIST OF DESIGNATED DWELLINGS  
AND  
SERVICE SCHEDULE**

I. VILLAGE MAP

*[Remainder of page intentionally left blank]*

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## II. DESIGNATED DWELLINGS.

The attached is a list of Designated Dwellings to be serviced under the Service Contract. The column on the spreadsheet headed Property Class delineates the property classifications.

*[Remainder of page intentionally left blank]*

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III. SERVICE SCHEDULE

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**TABLE 1  
SUMMARY OF CONTRACTOR'S MAJOR OBLIGATIONS**

<b>Solid Waste Component</b>	<b>Collection Frequency</b>	<b>Days</b>	<b>Designated Disposal Facility – Location</b>	<b>Contractor Pay Tipping Fee (Yes or No)</b>	<b>Allowable To Mix With Other Solid Waste</b>	<b>Other Requirements</b>
Garbage	Twice Per Week*	Mon/Thu Tue/Fri	Transfer Station – Hillburn	Yes	Bulky Items Only	
Bulky Items	2 <sup>nd</sup> & 4 <sup>th</sup> collection week of the month and corresponding second collection day	Thu & Fri	Transfer Station – Hillburn	Yes	Garbage Only	
Leaves	Once Per Week May 1 – December 1	Wednesday	Leaf Composting Facility – W. Nyack	No	Leaves Only	Vehicles shall be registered with the applicable municipality
			Leaf Composting Facility – Hillburn <i>(open to accept Leaves from October 15-December 31)</i>	No	Leaves Only	Vehicles shall be registered with the applicable municipality  Site has 1,300 Tons of capacity.
Grass Clippings	Once Per Week May 1 – December 1	Wednesday	Yard Waste Composting Facility – W. Nyack	No	Grass Clippings Only	Vehicles must be registered with the applicable municipality
Brush	Once Per Week April 1 – December 31	Wednesday	Yard Waste Composting Facility – W. Nyack	No	No	No Brush collection shall occur in January, February or March
Commingled Containers	Once Per Week	Wednesday	Materials Recovery Facility – Hillburn	No	No	Commingled Containers and Commingled Paper may be collected in compartmentalized vehicles. ..



<b>Solid Waste Component</b>	<b>Collection Frequency</b>	<b>Days</b>	<b>Designated Disposal Facility – Location</b>	<b>Contractor Pay Tipping Fee (Yes or No)</b>	<b>Allowable To Mix With Other Solid Waste</b>	<b>Other Requirements</b>
Commingled Paper	Once Per Week	Wednesday	Materials Recovery Facility – Hillburn	No	No	Commingled Paper and Commingled Containers may be collected in compartmentalized vehicles.
Collection from Village Hall Dumpster	Twice per week	Mondays and Thursdays	Transfer Station – Hillburn	Yes	Yes	

\* As indicated in Section 6.7 hereof, the Contractor will be required to provide special spring collection services throughout the Village.

**APPENDIX 2**

**DESIGNATED HAULER AUTHORIZATION PROCESS  
DESIGNATED HAULER REQUIREMENTS**

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## **DESIGNATED HAULER DEBARMENT CRITERIA**

Attached are the Designated Hauler Delivery Requirements and the Debarment Criteria for the delivery of Solid Waste to the Designated Disposal Facilities.

Failure to comply with these requirements will result in debarment proceedings.

Rockland Green's procedure for placing a Designated Hauler on Rockland Green's Designated Hauler debarred list is as follows:

1. **First Failure to Comply.**

Upon a Designated Hauler's first failure to comply with Rockland Green's Designated Hauler Delivery Requirements, Rockland Green will send a written notice to the Designated Hauler identifying such failure and a statement that upon the Designated Hauler's second failure to comply with the Designated Hauler Delivery Requirements, Rockland Green shall place such hauler on Rockland Green's debarred list. A copy of such notice shall be delivered by Rockland Green to the Village at the same time such notice is delivered to the Designated Hauler.

2. **Second Failure to Comply.**

Upon a Designated Hauler's second failure to comply with Rockland Green's Designated Hauler Delivery Requirements, Rockland Green will place such hauler on Rockland Green's debarred list. Rockland Green will send a written notice to the Designated Hauler stating that the Designated Hauler has been placed on Rockland Green's debarred list and is no longer allowed to deliver Acceptable Materials to the Facility site. A copy of such notice shall be delivered by Rockland Green to the Village at the same time such notice is delivered to the Designated Hauler.

Notwithstanding the procedure set forth above, the Designated Hauler may contest a warning or debarment notice by submitting a written request for a hearing regarding same to the Executive Director of Rockland Green.

Should you have any questions please feel free to contact Gerard Damiani, Jr., Executive Director, Rockland Green at (845) 753-2200.

## **DESIGNATED HAULER REQUIREMENTS**

1. Submit evidence to Rockland Green of insurance coverages and/or bonding. Name Authority as an additional insured on municipal collection agreement insurance policies.
2. Comply with Authority hauling routes restrictions.

3. Deliver Acceptable Materials to the Facility Monday through Saturday, within posted receiving hours.
4. No violation of Designated Hauler Debarment Criteria.

**ROCKLAND GREEN**  
**DESIGNATED HAULER DEBARMENT CRITERIA**

The designated hauler shall not:

1. Operate vehicles in an unsafe manner at Rockland Green's scale or on the Facility Site.
2. Operate uninspected or unsafe vehicles.
3. Repeatedly spill Solid Waste onto the Facility Site or local roads; and fail to cover open top vehicles containing Solid Waste, including Recyclable Materials.
4. Allow its employees to behave in a belligerent or threatening manner.
5. Fail to affix Rockland County Department of Health specified registration numbers or stickers on vehicles.
6. Fail to follow rules for vehicle weighing, queuing, tipping and circulation patterns.
7. Fail to follow designated routes or traveling on prohibited routes to the Facility Site.
8. Cause damage to Rockland Green's scale, Authority's scalehouse, Facility or the Facility Site.
9. Deliberately deliver Unacceptable Material or Hazardous Waste to the Facility.
10. Fail to remove Unacceptable Material tipped from the hauler's vehicle from the Facility and Facility Site.
11. Fail to reimburse Rockland Green for its costs of handling Unacceptable Material or Hazardous Waste delivered to the Facility.
12. Failure to keep Commingled Containers separate from Commingled Paper.
13. Failure to deliver Acceptable Material collected within Rockland County.
14. Deliberately deliver of Acceptable Materials collected outside of Rockland County, without reporting same and payment of processing fees.
15. Fail to pay any fees which are past due to Rockland Green upon receipt of written notice.

16. Fail to supply information requested by Rockland Green, which is reasonably necessary for Rockland Green to carry out its obligations.

Fail to deliver Acceptable Material collected within Rockland County to an Rockland Green facility.

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### APPENDIX 3

#### NON-COLLECTION NOTIFICATION STICKERS

A copy of such warning notices issued to Designated Dwellings shall be delivered by Contractor simultaneously to both Rockland Green and the Village. Notwithstanding the procedure set forth above, Rockland Green shall have the right to exercise immediate debarment under egregious circumstances constituting a threat to the safety or well-being of any of its employees or its facility operators.

*[Remainder of page intentionally left blank]*

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## **APPENDIX 4**

### **EQUIPMENT DESCRIPTION AND INVENTORY**

#### IV. EQUIPMENT DESCRIPTION

The Contractor shall use and maintain the following equipment for collecting Garbage, Bulky Materials, Yard Waste and Recyclable Materials. The Contractor anticipates that the use of 10 vehicles will be required to perform the Contract Services, however, it maintains a sufficient inventory of vehicles in good repair to assure that the Contract Services will be performed in accordance the Contract Standards and with this Agreement should a vehicle become disabled.

Service	Vehicle Manufacturer	Vehicle Model	Capacity	Age	Number to Be Used

\*

#### II. EQUIPMENT INVENTORY

The following sets forth the types of equipment, including truck, manufacturer, model, type, capacity (cubic yards), and age to be used for collecting Solid Waste in conformance with the terms of this Service Contract.

Service	Vehicle Manufacturer	Vehicle Model	Capacity	Age	Number
Garbage Collection					
Bulky Items Collection					



<b>Service</b>	<b>Vehicle Manufacturer</b>	<b>Vehicle Model</b>	<b>Capacity</b>	<b>Age</b>	<b>Number</b>
Leaves, Grass Clippings and Brush Collection					
Recyclable Materials Collection					

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## APPENDIX 5

### CONTENT OF MONTHLY REPORT

The monthly report required by the Service Contract shall include a summary of all relevant data and records related to Contract Services for each billing month, including to the extent known, the following:

1. List the number of missed pick-ups during such month, as well as the date and address for each missed pick-up, the reason for the missed pick-up, and the resolution by the Contractor.
2. Description of all complaints received and corrective action taken.
3. Conditions affecting Contractor's failure to perform the Contract Services.
4. Provide results of any regulatory violations, inspections and tests.
5. Equipment out-of-service.
6. List of accidents.
7. Calculation of the monthly Service Fee.
8. A valid invoice and voucher reflecting all Service Fees executed by the Contractor's authorized representative.
9. Certified payrolls of the Contractor, as required pursuant to Article 9 of the New York Labor Law.
10. A duly authorized representative of the company shall sign the monthly report. Above the signature line shall be the following statement:
  - a. "I \_\_\_\_\_ (name), acting as a duly authorized representative of \_\_\_\_\_ (Contractor) do hereby certify that all of the information in this monthly report is, to the best of my knowledge, true and accurate. All of the maintenance, repair, and replacement work called for during the period covered by this invoice pursuant to the Service Contract have been carried out. Any maintenance repair or replacement called for or rescheduled has been disclosed in this monthly report. All other occurrences, which are significant with regard to the Service Contract, have been disclosed in the monthly report."

Following each year of the Service Contract and during the first month of the subsequent year of the Service Contract, the Contractor shall provide Rockland Green with an annual report, which summarizes the above information and demonstrates compliance with all guarantees.

**APPENDIX 6**

**SERVICE FEE UNIT PRICING**

**AND**

**FORM OF MONTHLY INVOICE**

**I. SERVICE FEE UNIT PRICING**

The per-unit pricing for the collection, transportation and disposal of Garbage, Bulky Items, Yard Waste and Recyclable Materials for each Contract Year shall be as follows:

**A. YEAR 1**

Per-Unit Pricing for Curbside Collection

<b>No. of Units</b>	<b>Category of Unit</b>	<b>Per Unit Price on Monthly Basis</b>	<b>Price Per Unit on Annual Basis</b>	<b>Total Monthly Price</b>	<b>Total Annual Price (No. of Units x Annual Per Unit Price)</b>
	Single Family Unit:				
	Two-Family Unit:				
	Apartment Complex				
	Village Hall (including provision of dumpster located at Village Hall)				
<b>Total Annual Disposal Price (based on Number of Units):</b>					

B. **YEAR 2**

Per-Unit Pricing for Curbside Collection

<b>No. of Units</b>	<b>Category of Unit</b>	<b>Price Per Unit on Monthly Basis</b>	<b>Price Per Unit on Annual Basis</b>	<b>Total Monthly Price</b>	<b>Total Annual Price (No. of Units x Annual Per Unit Price)</b>
	Single Family Unit:				
	Two-Family Unit:				
	Apartment Complex				
	Village Hall (including provision of dumpster located at Village Hall)				
<b>Total Annual Disposal Price</b> (based on Number of Units):					

C. **YEAR 3**

Per-Unit Pricing for Curbside Collection

<b>No. of Units</b>	<b>Category of Unit</b>	<b>Price Per Unit on Monthly Basis</b>	<b>Price Per Unit on Annual Basis</b>	<b>Total Monthly Price</b>	<b>Total Annual Price (No. of Units x Annual Per Unit Price)</b>
	Single Family Unit:				
	Two-Family Unit:				
	Apartment Complex				
	Village Hall (including provision of dumpster located at Village Hall)				
<b>Total Annual Disposal Price</b> (based on Number of Units):					

D. **YEAR 4**

Per-Unit Pricing for Curbside Collection

No. of Units	Category of Unit	Price Per Unit on Monthly Basis	Price Per Unit on Annual Basis	Total Monthly Price	Total Annual Price (No. of Units x Annual Per Unit Price)
	Single Family Unit:				
	Two-Family Unit:				
	Apartment Complex				
	Village Hall (including provision of dumpster located at Village Hall)				
<b>Total Annual Disposal Price</b> (based on Number of Units):					

E. **YEAR 5**

Per-Unit Pricing for Curbside Collection

No. of Units	Category of Unit	Price Per Unit on Monthly Basis	Price Per Unit on Annual Basis	Total Monthly Price	Total Annual Price (No. of Units x Per Annual Unit Price)
	Single Family Unit:				
	Two-Family Unit:				
	Apartment Complex				
	Village Hall (including provision of dumpster located at Village Hall)				
<b>Total Annual Disposal Price</b> (based on Number of Units):					

II. FORM OF MONTHLY INVOICE

*[Remainder of page intentionally left blank]*

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## APPENDIX 7

### REQUIRED INSURANCE

The Contractor shall maintain insurance issued by an insurance carrier satisfactory to Rockland Green to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury, or damage. Such insurance shall be maintained at the Contractor's sole expense. Deductibles shall not exceed \$10,000. The Contractor must obtain the following types and minimum amounts, not including deductible, of insurance:

- Commercial liability due to injury or death to persons and damage to property shall be not less than \$1,000,000 as to each occurrence and \$2,000,000 aggregate;
- Automobile liability due to injury or death to persons and damage to property shall be not less than \$1,000,000 per person and \$1,000,000 per accident;
- Worker's compensation coverage in the statutory amounts required by New York State Law;
- Employer's liability due to injury or property damage shall be not less than \$1,000,000 per occurrence; and
- Excess liability shall not be less than \$5,000,000.
- Pollution liability shall not be less than \$1,000,000.

The aforementioned policies of insurance shall be specifically designated to protect Rockland Green and Village from all claims and damages, including wrongful death claims, of any kind or nature whatsoever, which may arise from the operations of the Contractor in the performance of this Service Contract, whether such operations be controlled by the Contractor or by someone either directly or indirectly employed by the Contractor for the purpose of accomplishing some obligation upon the Contractor by the terms of this Service Contract.

All of the insurance policies herein mentioned, including the Worker's Compensation policy, shall be written with companies acceptable to Rockland Green and authorized to do business in the State of New York, and shall be obtained and properly endorsed before any operations of the Contractor are commenced within the Village. All of these said policies shall remain in full force and effect until expiration of the term of the Service Contract or the completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor shall likewise deposit with Rockland Green, prior to the commencement of the Contract Term and annually thereafter as applicable, either the original policies of insurance herein mentioned, or certified copies thereof.

Each and every policy of insurance herein mentioned and required pursuant to the terms of the Service Contract, including the Worker's Compensation policy, shall carry with it an endorsement to the effect that the insurance carrier will convey to Rockland Green by certified mail written notification of any modifications, alterations, or the cancellation of any such policy or policies or the terms thereof, and said written notice shall be dispatched to the Executive Director

of Rockland Green, at least thirty (30) days prior to the effective date of any such modifications, alteration, or cancellation.

It shall be the responsibility of the Contractor in obtaining the aforesaid insurance coverage to obtain policies, except Worker's Compensation insurance policies, which shall include Rockland Green and Village as additional named insured with the understanding that any obligations imposed shall be the sole obligation of the Contractor and not those of Rockland Green or Village. Upon occurrence of a claim, the Contractor shall pay all deductible amounts as necessary in order to satisfy the claim.

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**APPENDIX 8**

**ROCKLAND COUNTY SANITARY CODE ARTICLE XVII: RECYCLING**

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**APPENDIX 9**

**PREVAILING WAGE**

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**APPENDIX I  
PREVAILING WAGE SCHEDULE**

**PRC#2021900629**

Rockland Green  
Request for Proposals 2021-11  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont

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APPENDIX J

HISTORICAL TONNAGES

The following sets forth the historical tonnages of municipal solid waste for the Village of Airmont:

Year	Municipal Solid Waste (tons)	Recyclables (tons)	
		Commingled Containers	Waste Paper
2020	4,704.55	268.47	345.84
2019	4,033.25	237.21	236.94
2018	3,865.41	266.31	447.75

**Rockland Green**

**Request for Proposals 2021-11**

**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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**APPENDIX K**

**COLLECTION SCHEDULE**

**Route 1 – Monday and Thursday**

- Algonquin Circle
- Alpha Lane
- Apple Blossom Court
- Appleland Road
- Balanchine Court
- Beaver Hollow Lane
- Besen Parkway
- Birch Street
- Burris Court
- Chelmsford Court
- Cherry Lane
- Christmas Hill Road
- Cobblestone Road
- Country Club Lane
- Darby Road
- Dunn Road
- Duryea Court
- East Blossom Road
- Eagle View Court
- Echo Ridge Road
- Edgebrook Lane
- Eleanor Place
- Farmer Lane
- Fawn Hill Drive
- Feller Court
- Fosse Court
- Frontier Lane
- Glenmere Court
- Glode Court
- Harlow Lane
- Haven Court
- Hidden Glen Lane
- Hillside Ave.
- Independence Lane
- Iroquois Trail
- Kenneth Street
- Kings Court
- Kile Court
- Krashes Court
- Lamplight Lane
- Larissa Court
- Laura Drive
- Lee Drive
- Long Meadow Drive
- Lorna Lane South
- Monsey Heights Road
- Murray Drive
- New County Road
- Oratam Road
- Overbrook Drive
- Park Ave.
- Patriot Drive
- Phillips Drive
- Plymouth Place
- Post Lane North
- Post Lane South
- Rayson Lane
- Regina Road
- Regina Court
- Rhonda Lane
- Rustic Drive
- Route 59 (#290 and up)
- Saddle River Road
- Shuart Road
- Shulman Court
- Sobrisco Street
- South Monsey Road
- Spook Rock Road
- Thomsen Drive
- Twin Lakes Drive
- Young Court
- Woodland Place

*Continued on Next Page*

## Rockland Green

### Request for Proposals 2021-11

#### Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont

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#### Route 2 – Tuesday and Thursday

- Abbey Road
- Ackerman Ave.
- Adams Lane
- Airmont Road
- Amanda Court
- Amundsen Lane
- Annette Lane
- Augur Road
- Avon Court
- Ayr Court
- Beatrix Road
- Bell Court
- Biret Drive
- Blossom Road
- Bolger Lane
- Bonnie Way
- Brigitte Court
- Brookside Ave.
- Campbell Ave.
- Cardinal Court
- Carpenter Court
- Church Road
- Cragmere Road
- Daisy Court
- Dale Road
- Dawn Lane
- DeBaun Ave. South
- Devon Court
- Donald Road
- Dorchester Drive
- Duryea Court
- East Haskell Ave.
- Elber Court
- Eileen Court
- Eros Drive
- Eton Place
- Farview Terrace
- Gayle Court
- Glasgow Lane
- Haskell Ave.
- Hampton Road
- Heather Drive
- Highview Ave.
- Hemion Way
- Kristoffersen Court
- Kathleen Court
- Kelly Court
- Kent Road
- Larch Court
- Litchult Court
- Leaf Court
- Lorna Lane North
- Madison Hill Road
- Margo Court
- Marjorie Drive
- Mary Beth Drive
- Montclair Ave.
- Mountainview Ave.
- Newport Court
- North Amundsen Lane
- Potter Lane
- Provost Drive
- Quincy Court
- Rte 59 (from 233-289)
- Sabin Drive
- Seth Lane
- Skylane Court
- Smith Court
- Smith Hill Road
- Sonia Court
- South Airmont Road
- South Van Dyke Ave.
- Stage Street
- Stillo Drive
- Sumter Road
- Surrey Court
- Stone Meadow Lane
- Tallman Place
- Todd Court
- Twinkle Road
- Utopian Place
- Van Dyke Ave
- Van Gogh Lane
- Van Orden Ave.
- Vermeer Court
- Victoria Drive
- White Road