



Howard T. Phillips, Jr.  
Chairman  
Gerard M. Damiani, Jr.  
Executive Director

Rockland County Solid Waste Management

RFP 2021-22

REQUEST FOR PROPOSALS  
FOR RESIDENTIAL SOLID WASTE  
COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES  
FOR  
THE VILLAGE OF AIRMONT, NEW YORK  
(AR1-)

DATED DECEMBER 30, 2021

TO: RECIPIENTS OF THE REQUEST FOR PROPOSALS  
FROM: ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY D/B/A ROCKLAND GREEN  
DATE: JANUARY 7, 2022  
SUBJECT: ADDENDUM NUMBER 1

This Addendum Number 1 shall be part of the Request for Proposals No. 2021-22 for Residential Solid Waste Collection, Transportation and Disposal Services for the Village of Airmont, New York issued by the Rockland County Solid Waste Management Authority, d/b/a/ Rockland Green (hereinafter "Rockland Green") on December 30, 2021 (the "RFP"). This Addendum Number 1 provides (i) modifications and clarifications to the RFP, and (ii) the draft Service Contract.

I. MODIFICATIONS AND CLARIFICATIONS TO THE RFP

The RFP is hereby modified as follows. *(Deleted text is reflected as red stricken text and new text is reflected as bolded, double-underscored blue text.)*

1. Section 2.6 Procurement Schedule

The Procurement Schedule set forth in Section 2.6 of the RFP is hereby modified to extend the deadline for the submission of clarification questions to Rockland Green as follows:

Issuance of RFP <sup>(1)</sup>	December 30, 2021
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**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

Deadline for Pre-Proposal Clarification Questions	<del>January 7, 2022</del> <u>January 10, 2022</u>
Rockland Green Response to Pre-Proposal Clarification Questions	January 12, 2022
Deadline for Submission of Proposals <sup>(2)</sup>	January 18, 2022
Evaluation Period	January 19, 2022 – January 20, 2022
Board Authorization of Successful Proposer(s)	January 27, 2022
Contract Services Begin	February 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 copies 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.

2. Table 1 set forth in Section 3.4 of the RFP is hereby modified as set forth in Attachment 1 to this Addendum.
3. The Price Proposal Forms have been updated as set forth in Attachment 2 to this Addendum.

**II. DRAFT SERVICE CONTRACT**

The draft Service Contract for Solid Waste Collection, Transportation and Disposal Services for the Village of Airmont, New York (the "Service Contract") is being distributed to potential Proposers as part of this Addendum 1. The Service Contract will be the definitive statement of mutual responsibilities and liabilities of Rockland Green and the selected Proposer. In the event of a conflict between the Service Contract and other sections of the RFP, the provision most favorable to the Rockland Green shall govern. The Service Contract is being provided in draft form, and as such, Rockland Green reserves the right in its sole discretion to make any and all changes thereto.

Each Proposer must review and provide a markup of the draft Service Contract. To the extent that any Proposer wishes to modify (or amplify) any provision of the draft Service Agreement, the specific text of the proposed modification must either be clearly marked on the document or appended to the document in clearly typed riders. Each Proposer shall include in its proposal all comments to the draft Service Contract, as subsequent comments will not be considered by Rockland Green. Although modifications to the draft Service Contract are acceptable, the extent of a Proposer's deviation from such terms shall be considered as an evaluation criterion as set forth in the RFP.

The draft Service Contract for inclusion in Appendix H of the RFP is provided herein as Attachment 3.

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**ATTACHMENT 1**

**UPDATED TABLE 1**

Rockland Green

Request for Proposals 2021-22, Addendum 1

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

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

Solid Waste Component	Collection Frequency	Days	Designated Disposal Facility – Location	Contractor Pay Tipping Fee (Yes or No)	Allowable To Mix With Other Solid Waste	Other Requirements
Garbage	Twice Per Week*	Monday & Thursday or Tuesday & Friday	Transfer Station – Hillburn	Yes	Bulky Items Only	<u>Back Door Collection</u>
Bulky Items	Twice Per Month  <u>(2<sup>nd</sup> and 4<sup>th</sup> week of each month, on the 2<sup>nd</sup> collection day of the week for that Designated Dwelling)</u>	Thursday or Friday  <u>(i.e., the corresponding 2<sup>nd</sup> collection day for the 2<sup>nd</sup> and 4<sup>th</sup> week of the month)</u>	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	Yard Waste Composting Facility – W. Nyack	No	Brush Only	No Brush collection shall occur in January, February or March.

Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont

Solid Waste Component	Collection Frequency	Days	Designated Disposal Facility – Location	Contractor Pay Tipping Fee (Yes or No)	Allowable To Mix With Other Solid Waste	Other Requirements
		Technical Proposal Form 2]				
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  <i><u>[As of the Contract Date, and until notified otherwise by Rockland Green, Commingled Containers will be delivered to the RPF]</u></i>	No	No	Commingled Containers and Commingled Paper may be collected in compartmentalized vehicles.
Commingled Paper	Once Per Week	Wednesday	Materials Recovery Facility – Hillburn  <i><u>[As of the Contract Date, and until notified otherwise by Rockland Green, Commingled Papers will be delivered to the RPF]</u></i>	No	No	Commingled Containers and Commingled Paper may be collected in compartmentalized vehicles.
Collection from Village Hall Dumpster	<del>Once</del> <u>Twice</u> Per Week	<u>Monday &amp; Thursday</u>	Transfer Station – Hillburn	Yes	Yes	

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

<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>
Collection from Village and Bus Stops**	Twice per Week	<del>Monday and Thursday</del> <u>[Days proposed by selected Proposer]</u>	Transfer Station – Hillburn	Yes	Yes	
Up to six 30 cubic yard roll off containers	Annually, during the period preceding and leading into Passover	Dates <u>and locations throughout the Village</u> to be determined by Rockland Green and the Village	Transfer Station – Hillburn	Yes		

\*As indicated in Section 3.3 hereof, the Contractor will be required to provide special spring collection services throughout the Village consisting of (i) one additional collection day from Designated Dwellings on a date to be determined by Rockland Green, and (ii) as identified in the final row of Table 1, as many as six (6) 30 cubic yard roll-off containers to be placed throughout the Village ~~including roll-off containers.~~

\*\*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

South Airmont Road – by the Pondview Complex

**ATTACHMENT 2**

**UPDATED PRICE PROPOSAL FORMS**

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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

**# 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-~~Purpose Family~~ Unit

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

\_\_\_\_\_  
Price Proposal Per Multi-~~Purpose 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

Up to 6

\_\_\_\_\_  
Price Proposal for each 30 Cu. Yd.  
Roll Off Container (Passover)

\_\_\_\_\_  
Total Price (Container)

\_\_\_\_\_  
Price Proposal for each 30 Cu. Yd.  
Roll Off Container (Passover)

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

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



Rockland Green  
 Request for Proposals 2021-22, Addendum 1  
 Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont

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

**# 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-~~Purpose Family~~ Unit

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

\_\_\_\_\_  
 Price Proposal Per Multi-~~Purpose 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

Up to 6

\_\_\_\_\_  
 Price Proposal for each 30 Cu. Yd.  
 Roll Off Container (Passover)

\_\_\_\_\_  
 Total Price (Container)

\_\_\_\_\_  
 Price Proposal for each 30 Cu. Yd.  
 Roll Off Container (Passover)

**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

\_\_\_\_\_  
 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-~~Purpose Family~~ Unit

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

\_\_\_\_\_  
 Price Proposal Per Multi-~~Purpose 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

Up to 6

\_\_\_\_\_  
 Price Proposal for each 30 Cu. Yd.  
 Roll Off Container (Passover)

\_\_\_\_\_  
 Total Price (Container)

\_\_\_\_\_  
 Price Proposal for each 30 Cu. Yd.  
 Roll Off Container (Passover)

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

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

Rockland Green  
 Request for Proposals 2021-22, Addendum 1  
 Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont

**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-~~Purpose Family~~ Unit

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

\_\_\_\_\_  
 Price Proposal Per Multi-~~Purpose 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

Up to 6

\_\_\_\_\_  
 Price Proposal for each 30 Cu. Yd.  
 Roll Off Container (Passover)

\_\_\_\_\_  
 Total Price (Container)

\_\_\_\_\_  
 Price Proposal for each 30 Cu. Yd.  
 Roll Off Container (Passover)

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

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

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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

**# 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-~~Purpose~~ Family Unit

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

\_\_\_\_\_  
Price Proposal Per Multi-~~Purpose~~ 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

Up to 6

\_\_\_\_\_  
Price Proposal for each 30 Cu. Yd.  
Roll Off Container (Passover)

\_\_\_\_\_  
Total Price (Container)

\_\_\_\_\_  
Price Proposal for each 30 Cu. Yd.  
Roll Off Container (Passover)

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

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**ATTACHMENT 3**

**APPENDIX H**

**DRAFT SERVICE CONTRACT  
FOR  
SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES  
FOR  
THE VILLAGE OF AIRMONT, NEW YORK**

**SERVICE CONTRACT**

**FOR**

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

**FOR THE**

**VILLAGE OF AIRMONT, NEW YORK**

**BETWEEN**

**ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY**

**D/B/A ROCKLAND GREEN**

**AND**

[ ]

**Dated as of [ ], 2022**

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**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**TABLE OF CONTENTS**

**ARTICLE I. DEFINITIONS .....1**

**SECTION 1.1    DEFINITIONS .....1**

**SECTION 1.2    INTERPRETATION .....11**

**ARTICLE II. REPRESENTATIONS AND WARRANTIES .....13**

**SECTION 2.1    REPRESENTATIONS AND WARRANTIES OF ROCKLAND GREEN .....13**

**SECTION 2.2    REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR.....13**

**ARTICLE III. TERM.....14**

**SECTION 3.1    CONTRACT TERM.....14**

**ARTICLE IV. ROCKLAND GREEN RIGHTS AND OBLIGATIONS .....15**

**SECTION 4.1    SERVICE AUTHORIZATION .....15**

**SECTION 4.2    NO ROCKLAND GREEN INTERFERENCE .....15**

**SECTION 4.3    NO WASTE GENERATION OR COLLECTION OBLIGATION .....15**

**SECTION 4.4    INSPECTION.....15**

**ARTICLE V. SERVICE MOBILIZATION.....15**

**SECTION 5.1    CONTRACTOR MOBILIZATION OBLIGATIONS .....15**

**ARTICLE VI. CONTRACT SERVICES .....16**

**SECTION 6.1    SERVICE AREA .....16**

**SECTION 6.2    EQUIPMENT .....17**

**SECTION 6.3    STAFFING .....17**

**SECTION 6.4    SUPERVISOR AND TELEPHONE CONTACT .....18**

**SECTION 6.5    COLLECTION SCHEDULE AND HOLIDAYS.....18**

**SECTION 6.6    VILLAGE DUMPSTER AND MUNICIPAL WASTE RECEPTACLES .....19**



**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**SECTION 6.7 SPECIAL COLLECTIONS .....19**

**SECTION 6.8 COLLECTION ROUTES .....19**

**SECTION 6.9 GARBAGE, BULKY ITEMS, TRANSPORT AND DISPOSAL .....19**

**SECTION 6.10 RECYCLABLE MATERIALS TRANSPORT AND  
MARKETING .....20**

**SECTION 6.11 YARD WASTE TRANSPORT AND DISPOSAL .....20**

**SECTION 6.12 INSPECTION.....20**

**SECTION 6.13 IMPROPER SET OUTS .....21**

**SECTION 6.14 MISSED COLLECTIONS AND SERVICE COMPLAINTS .....21**

**SECTION 6.15 MANNER OF COLLECTION .....22**

**SECTION 6.16 SPILLAGE AND BREAKAGE.....22**

**SECTION 6.17 DAMAGED PROPERTY OF RESIDENTS AND VILLAGE .....22**

**SECTION 6.18 GPS TRACKER INITIATIVE AND OTHER PILOT  
PROGRAMS AND STUDIES.....23**

**ARTICLE VII. GENERAL PROVISIONS .....23**

**SECTION 7.1 COMPLIANCE WITH APPLICABLE LAW. ....23**

**SECTION 7.2 LIABILITY FOR COLLECTION, TRANSPORTATION,  
AND DISPOSAL OF GARBAGE AND BULKY ITEMS .....24**

**SECTION 7.3 LIABILITY FOR COLLECTION, TRANSPORTATION,  
AND MARKETING OF RECYCLABLE MATERIALS .....24**

**SECTION 7.4 INDEPENDENT CONTRACTOR.....24**

**SECTION 7.5 EXCLUSIVE SERVICE .....24**

**ARTICLE VIII. SERVICE FEE .....24**

**SECTION 8.1 CALCULATION OF MONTHLY SERVICE FEE .....24**

**SECTION 8.2 NUMBER OF UNITS CALCULATION. ....24**

**SECTION 8.3 SERVICE FEE PAYMENT PROCEDURES. ....25**

**SECTION 8.4 OTHER MONIES OWED TO ROCKLAND GREEN .....26**

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

SECTION 8.5	RECYCLABLE MATERIALS TRANSPORT AND MARKETING .....	26
<b>ARTICLE IX. BREACH, DEFAULT, REMEDIES AND TERMINATIONS .....</b>		<b>27</b>
SECTION 9.1	REMEDIES FOR BREACH.....	27
SECTION 9.2	EVENTS OF DEFAULT BY THE CONTRACTOR. ....	27
SECTION 9.3	EVENTS OF DEFAULT BY ROCKLAND GREEN. ....	29
SECTION 9.4	ROCKLAND GREEN RIGHT TO TERMINATE FOR CONVENIENCE.....	30
SECTION 9.5	OBLIGATIONS OF THE CONTRACTOR UPON TERMINATION OR EXPIRATION.....	30
SECTION 9.6	LIQUIDATED DAMAGES .....	31
SECTION 9.7	DAMAGES .....	33
SECTION 9.8	SURVIVAL OF CERTAIN PROVISIONS UPON TERMINATION .....	33
SECTION 9.9	WAIVERS .....	33
SECTION 9.10	NO CONSEQUENTIAL OR PUNITIVE DAMAGES.....	33
SECTION 9.11	NO CLAIMS AGAINST OFFICERS, AGENTS AND EMPLOYEES .....	33
SECTION 9.12	DISPUTE RESOLUTION/MEDIATION/ARBITRATION .....	34
SECTION 9.13	RESPONSIBILITY FOR ADDITIONAL COSTS TO ROCKLAND GREEN .....	34
SECTION 9.14	FAILURE TO TESTIFY .....	34
<b>ARTICLE X. INSURANCE, UNCONTROLLABLE CIRCUMSTANCES, INDEMNIFICATION, AND SECURITY .....</b>		<b>35</b>
SECTION 10.1	INSURANCE.....	35
SECTION 10.2	UNCONTROLLABLE CIRCUMSTANCES. ....	36
SECTION 10.3	INDEMNIFICATION BY THE CONTRACTOR.....	37
SECTION 10.4	PERFORMANCE BOND.....	37

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**ARTICLE XI. MISCELLANEOUS .....38**

**SECTION 11.1 ASSIGNMENT AND TRANSFER.....38**

**SECTION 11.2 CHANGE IN OWNERSHIP OF CONTRACTOR, PARENT  
COMPANY AFFILIATE .....38**

**SECTION 11.3 REIMBURSEMENT .....39**

**SECTION 11.4 WITHHOLDING OF CONTRACT PAYMENTS .....39**

**SECTION 11.5 JOINT LIABILITY .....39**

**SECTION 11.6 BINDING EFFECT .....39**

**SECTION 11.7 AMENDMENT OF SERVICE CONTRACT .....39**

**SECTION 11.8 INSOLVENCY.....39**

**SECTION 11.9 NO WAIVERS .....40**

**SECTION 11.10 NO DISCRIMINATION AND SEXUAL HARASSMENT .....40**

**SECTION 11.11 NOTICE OF LITIGATION.....40**

**SECTION 11.12 FURTHER ASSURANCES .....40**

**SECTION 11.13 NOTICES.....40**

**SECTION 11.14 ENTIRE AGREEMENT. ....42**

**APPENDICES**

APPENDIX 1 Village Map, List of Designated Dwellings and Service Schedule

APPENDIX 2 Designated Hauler Authorization Process; Designated Hauler Requirements

APPENDIX 3 Non-Collection Notification Stickers

APPENDIX 4 Equipment Description and Inventory

APPENDIX 5 Content of Monthly Report

APPENDIX 6 Service Fee Unit Pricing and Form of Monthly Invoice

APPENDIX 7 Required Insurance

APPENDIX 8 Rockland County Mandatory Countywide Recycling Program

APPENDIX 9 Prevailing Wage

**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

APPENDIX 10 The Flow Control Law

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**THIS AGREEMENT** made as of the [ ] day of [ ], 2022 by and between **THE ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY d/b/a ROCKLAND GREEN** ("Rockland Green"), a New York State public authority having an office and place of business at 172 Main Street, Nanuet, New York 10954 and [ ], a [ ], having an office at (the "Contractor").

**WITNESSETH**

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

**WHEREAS**, on December 30, 2021 Rockland Green issued Request for Proposals RFP 2021-22 for the Collection, Transportation and Disposal of Garbage, Bulky Items, Yard Waste and Recyclable Materials generated in the Village; and

**WHEREAS**, on January 18, 2022 Rockland Green received [ ] proposal[s] in response to the RFP from [ ]; and

**WHEREAS**, after a thorough examination and a careful evaluation of the proposal[s] received, Rockland Green selected the Contractor as having demonstrated its ability to perform the services sought for a reasonable price; and

**WHEREAS**, a resolution authorizing the execution and delivery of this Service Contract was duly adopted by Rockland Green on [January 27, 2022]; and

**WHEREAS**, the execution and delivery of this Service Contract by the 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 1.1 DEFINITIONS.** As 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.

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**“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.

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

**“Biodegradable Brush and Leaf Bags”** means Kraft paper bags designed for the collection of brush, leaves and grass clippings supplied by Rockland Green to the residents of the Village for Leaves 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 Bulk Scrap Metal, Construction and Demolition Debris, Grass Clippings, Leaves or Brush.

**“Bulky Scrap Metal”** means 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 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

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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;

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

- (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 regardless of color, aluminum cans, tin and bi-metallic containers and cans, mixed rigid plastics, high density polyethylene (HDPE) plastic containers, polyethylene, terephthalate (PET) (PVC, LDPE, PP and PS), aluminum foil/pie plates, milk cartons and drink boxes (gabletop, aseptic packaging), and other containers as added or deleted pursuant to Rockland Green’s designation from time to time.

**“Commingled Paper”** means newspapers and inserts, corrugated containers, magazines, white and colored ledger (office paper), computer, printout paper, chipboard/boxboard, telephone and paperback books, junk/bulk mail, kraft paper (brown grocery bags), and other paper as added or deleted pursuant to Rockland Green’s designation 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 as further defined by the NYSDEC.

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

**“Contract Date”** means [ ], 2022, the date this Service Contract is executed and delivered by the parties.

**“Contractor”** means [ ], the company providing Solid Waste collection, transportation and disposal services pursuant to the terms of this Service Contract.

**“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 [February 1, 2022] and shall end on the following December 31, and the last Contract Year shall



**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 Bulky Items, Recyclable Material, Brush and Leaves are set out for collection which shall mean the location adjacent to, but within five (5) feet from the public street.

**“Designated Disposal Facility”** or **“Designated Disposal Facilities”** means the Transfer Station, the MRF, the Yard Waste Composting Facility, 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 and such other residential and mixed use properties located within Village as are now or may hereafter be designated by Rockland Green to receive the services provided for in this 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,

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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, E-Waste, 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, County, municipal or regional 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.

**“Hillburn Leaf Composting Facility”** means the leaf composting facility located at 50 Baler Boulevard, Hillburn, New York where, when in operation, leaves are accepted and processed to a maximum permitted capacity of 1,300 Tons per year. [*As of the Contract Date, the Hillburn Leaf Composting Facility is not in operation.*]

**“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,

**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 and the regulations contained in 10 CFR Part 40, except that Hazardous Waste does not include Qualified Household Hazardous Waste.

**“Leaf Composting Facility”** means the leaf composting facility located at 166 S. Route 303, 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, or any other designated facility within Rockland County as determined and designated by Rockland Green. *[For the duration of the ongoing improvements to the Materials Recovery Facility located at 420 Torne Valley Road, all residential Commingled Containers and residential Commingled Paper will be delivered to the RPF. As such, the RPF will be the temporary Designated Disposal Facility for Recyclable Material until Rockland Green notifies the Contractor otherwise.]*

**“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) residential dwelling units, including apartments and condominiums and those which place Garbage in a Dumpster Container for disposal. (Multi-Family Dwellings are excluded from the scope of services under this Service Contract.)

**“Number of Units”** means the number of Designated 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 1.

**“NYSDEC”** means the New York State Department of Environmental Conservation.

**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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

**“Qualified 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. Qualified Household Hazardous Waste shall not constitute Hazardous Waste.

**“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.

**“Recyclables Preprocessing Facility”** or **“RPF”** means the facility located within the Transfer Station building (located at 50 Baler Boulevard, Hillburn, New York) which may be used to receive residential Commingled Containers and residential 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, multi purpose 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 as modified by Rockland Green from time to time.

**“Required Insurance”** means the insurance required to be maintained by the Contractor as set forth in Section 10.1 hereof.

**“Rockland Green”** means the Rockland County Solid Waste Management Authority d/b/a Rockland Green.

**“RPF”** or **“Recyclables Preprocessing Facility”** means the facility located within the Transfer Station building (located at 50 Baler Boulevard, Hillburn, New York) which may be used to receive residential Commingled Containers and residential Commingled Paper.

**“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.

**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

“**Service Commencement Date**” means [February 1,], 2022, 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 and Leaves. Solid Waste for purposes of this Service Contract excludes Bulky Scrap Metal, E-Waste, Grass Clippings, sewage sludge, Construction and Demolition Debris, tires, 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 and Bulky Items, and will be received, processed and transported off-site to a Disposal Facility.

“**Unacceptable Material**” means all materials other than those materials constituting Solid Waste, as defined herein. Unacceptable Materials include Bulky Scrap Metal, Grass Clippings, 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 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:

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

- (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;

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

- (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; and
- (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 and Brush generated at Designated Dwellings and set out Curbside 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 Leaves will be received and composted, or other publicly owned facility designated by Rockland Green.

**SECTION 1.2 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

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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.



**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**ARTICLE II.  
REPRESENTATIONS AND WARRANTIES**

**SECTION 2.1 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 2.2 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.

**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 3.1 CONTRACT TERM.** This Service Contract shall begin on the Contract Date and shall continue in effect for [twenty-three (23) months] following the Service Commencement Date (the "Term"), unless earlier terminated pursuant to the termination provisions set forth herein. This Service Contract may be renewed by Rockland Green, exercisable in its sole discretion for up to 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 [four (4) years and eleven (11) months]. Each Renewal Term shall be on the same terms and conditions and shall be exercisable by Rockland Green upon 90 days' prior notice to the Contractor. At the end of the

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

Term, all other obligations of the parties hereunder shall terminate, except as provided in Section 9.8.

**ARTICLE IV.  
ROCKLAND GREEN RIGHTS AND OBLIGATIONS**

**SECTION 4.1 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 4.2 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 4.3 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. Nor shall anything in this Service Contract restrict the right of Rockland Green to add or delete types of materials that qualify as certain categories of Solid Waste hereunder.

**SECTION 4.4 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 5.1 CONTRACTOR MOBILIZATION OBLIGATIONS.** No later than the Contract Date, the Contractor shall have submitted to Rockland Green for its approval and sign-off the following items, each of which is a condition precedent to the Service Commencement Date:

- (1) the Contractor's proposed truck route and itemization of Designated Dwellings to be serviced pursuant to this Service Contract (the Parties acknowledge that the proposed truck route will have been provided as part of the Contractor's proposal submission in response to the RFP, and as such, may be have been previously reviewed and approved by Rockland Green);
- (2) 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;

**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

- (3) 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;
- (4) the Contractor's 24-hour emergency phone number and contact information pursuant to Section 6.4;
- (5) the Contractor's proposed form of invoice pursuant to Article VIII;
- (6) the Contractor's description and inventory of the Contractor's fleet of equipment to be used to perform the Contract Services;
- (7) evidence of compliance with all permitting and licensing requirements under Applicable Law;
- (8) a valid and enforceable performance bond pursuant to Section 10.4;
- (9) written confirmation that the insurance required pursuant to Section 10.1 and Appendix 7 remains in full force and effect;
- (10) the Contractor's Emergency Procedures and Protocols;
- (11) 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 6.1** **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 (including Village Hall) and shall also provide collection services for the seven (7) municipal waste receptacles), identified in Appendix 1 attached hereto and made a part hereof, in a manner consistent with the requirements provided herein. Three-

**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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. All Contract Services shall be performed in accordance with the Contract Standards.

**SECTION 6.2 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 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. Rockland Green shall have the right to require the installation of GPS trackers on the Contractor's equipment during the Term, to the extent such equipment is not already equipped with GPS trackers.

**SECTION 6.3 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 that is noisy, vulgar, obscene or insulting to residents of Designated Dwellings or to

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 6.4 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 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. The telephone number shall be attended by an operator or an answering machine twenty-four (24) hours per day.

**SECTION 6.5 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 from Designated Dwellings on the second collection day (i.e., Thursday or Friday) of the second and fourth week of each month. 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 that 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.

**Rockland Green**

**Request for Proposals 2021-22, Addendum 1**

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

**SECTION 6.6 VILLAGE DUMPSTER AND MUNICIPAL WASTE RECEPTACLES.** As part of its obligations hereunder, the Contractor shall provide a 2 ½ cubic yard dumpster container at Village Hall for the disposal of Solid Waste generated therefrom. Such dumpster will be emptied twice per week in accordance with Table 1 set forth in Appendix 1. In addition, the Contractor shall provide seven (7) 64-gallon municipal waste receptacles and provide twice per week collection services for such waste receptacles at the locations specified in Table 1 of Appendix 1 hereto. [*Collection dates for municipal waste receptacles are to be proposed by selected Proposer.*]

**SECTION 6.7 SPECIAL COLLECTIONS.** In addition to the Contractor's regular collection schedule, there will be a special collection day for Designated Dwellings for Solid Waste for spring clean-up 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. As part of the annual spring clean-up collections, the Contractor shall also be required to provide six (6) 30-cubic yard roll-off containers on the dates and at the locations throughout the Village as specified by Rockland Green. Rockland Green will provide prior notice of such dates and locations to the Contractor.

**SECTION 6.8 COLLECTION ROUTES.** Upon the Contract Date, the Contractor shall re-submit to Rockland Green for its final approval a map of the collection area, indicating thereon the collection route to be followed by its vehicles and collection schedules. (The collection routes shall be rotated on a quarterly basis.) Rockland Green 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 or Brush or Leaves 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 6.9 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

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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.

**SECTION 6.10 RECYCLABLE MATERIALS TRANSPORT AND MARKETING.**

The Contractor shall transport all Recyclable Materials to the MRF or other 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 6.11 YARD WASTE TRANSPORT AND DISPOSAL.** Yard Waste Set out by residents in Biodegradable Leaf Bags shall be collected by the Contractor. Leaves 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 West Nyack, and Brush must be delivered to a separate area of the Yard Waste Composting Facility in West Nyack, as provided on Table 1.

**SECTION 6.12 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.



**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**SECTION 6.13 IMPROPER SET OUTS.** The Contractor will perform Back Door collection of Garbage and Curbside collection of Bulky Items, Recyclable Materials, Brush and Leaves. The Contractor must pick up those portions of Garbage, Bulky Items, Yard Waste and Recyclable Materials that 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 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. 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 that 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, Bulky Items, Recyclable Material, Leaves and/or Brush 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, Recyclable Materials, Leaves and/or Brush, 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 6.14 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

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 6.15 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 6.16 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 6.17 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.

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 6.18 GPS TRACKER INITIATIVE AND OTHER PILOT PROGRAMS AND STUDIES.** 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 (including with respect to GPS trackers), or to implement an evaluation of its programs, the Contractor shall enter into good faith negotiations 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 such 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 7.1 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.

**Rockland Green**

**Request for Proposals 2021-22, Addendum 1**

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

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 7.2 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 7.3 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.**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.**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.  
**SERVICE FEE**

**SECTION 8.1 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 8.2 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

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 8.3 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.

**Rockland Green**

**Request for Proposals 2021-22, Addendum 1**

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

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 8.4 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 8.5 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

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

Materials collected from within the Village were delivered to the MRF or other Designated Facility, in compliance with the County Flow Control Law.

**ARTICLE IX.  
BREACH, DEFAULT, REMEDIES AND TERMINATIONS**

**SECTION 9.1 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 9.2 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 any of its mobilization obligations pursuant to Article V hereof;
3. Assignment or Subcontract of the Service Contract. The assignment, transfer, conveyance, Subcontract, or any funds due therefrom, or other disposition by the Contractor of this Service Contract, or any portion of the Contract Services, 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;

**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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



**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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. Rockland Green 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 9.3 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.

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 9.4 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 9.5 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 records in its possession relating to the performance of the Contract Services that are requested by Rockland Green.
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;

**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 9.6 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.

## **Rockland Green**

### **Request for Proposals 2021-22, Addendum 1**

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

- 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.

**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

- 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 9.7 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 9.8 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 9.9 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 9.10 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 9.11 NO CLAIMS AGAINST OFFICERS, AGENTS AND EMPLOYEES.** No claim whatsoever shall be made by the Contractor against any officer, agent

**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 9.12 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 9.13 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 9.14 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,

- (1) 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
- (2) 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.

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**ARTICLE X.  
INSURANCE, UNCONTROLLABLE CIRCUMSTANCES, INDEMNIFICATION, AND  
SECURITY**

**SECTION 10.1 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 Contractor will waive the subrogation rights of its various insurance carriers in favor of Rockland Green.

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 respective 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  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 10.2 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.



**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 10.3 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 “Rockland Green Indemnitee”), from and against any and all Loss-and-Expense incurred by an Rockland Green 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 Rockland Green Indemnitee for any Loss-and-Expense to the extent caused by the gross negligence or willful misconduct of any Rockland Green 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 10.4 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 (in accordance with the policies of the issuer, provided such policies do not in any way limit the amount or extent of coverage to which the Authority would otherwise be entitled) 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 the Authority.

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

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 the Authority 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 Contractor'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 11.1 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 11.2 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),

**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 11.3 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 11.4 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 11.5 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 11.6 BINDING EFFECT.** The provisions, covenants, and conditions in this Service Contract apply to bind the parties, their legal heirs, representatives, successors, and assignees.

**SECTION 11.7 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 11.8 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.

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 11.9 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 11.10 NO DISCRIMINATION AND SEXUAL HARASSMENT.** 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 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 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 have in place sexual harassment policies that are compliant with the New York Human Rights Law, and shall provide annual training to all of their employees in accordance therewith. The Contractor shall comply with Rockland Green's Affirmative Action Program. **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. **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 11.13 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

**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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 Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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  
[yeisenback@rocklandgreen.com](mailto:yeisenback@rocklandgreen.com)

With a copy to: 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)

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 Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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)

With a copy to: Kenneth J. Murphy, Esq.

**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

General Counsel  
Rockland County Solid Waste Management Authority  
d/b/a Rockland Green  
172 Main Street  
Nanuet, New York 10954  
[kmurphy@rocklandgreen.com](mailto:kmurphy@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 11.14 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]*

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**IN WITNESS WHEREOF**, the parties have caused this Service Contract for Solid Waste Collection Transportation and Disposal Services 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: \_\_\_\_\_  
Gerard M. Damiani, Jr.  
Executive Director

[CONTRACTOR]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**APPENDICES**

**TO THE SERVICE CONTRACT FOR**

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

**FOR THE**

**VILLAGE OF AIRMONT, NEW YORK**

**BETWEEN**

**ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY**

**D/B/A ROCKLAND GREEN**

**AND**

[ ]

**Dated as of [ ], 2022**

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**APPENDIX 1**

**VILLAGE MAP,  
LIST OF DESIGNATED DWELLINGS  
AND  
SERVICE SCHEDULE**

I. VILLAGE MAP.

*[Remainder of page intentionally left blank]*

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.

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III. SERVICE SCHEDULE.

*[Remainder of page intentionally left blank]*

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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	Back Door Collection
Bulky Items	Twice per month (2 <sup>nd</sup> & 4 <sup>th</sup> week of the month, on the corresponding second collection day for that Designated Dwelling)	Thursday or Friday (i.e. corresponding 2 <sup>nd</sup> collection day for the 2 <sup>nd</sup> and 4 <sup>th</sup> week of each month)	Transfer Station – Hillburn	Yes	Garbage Only	Curbside Collection
Leaves	Once Per Week May 1 – December 1	<i>[Day proposed by selected Proposer]</i>	Leaf Composting Facility – W. Nyack  <i>[If, during the Term, the Hillburn Leaf Composting Facility becomes operable, Rockland Green may elect to direct the Contractor to deliver Leaves to the Hillburn Leaf Composting Facility.]</i>	No	Leaves Only	Vehicles shall be registered with the applicable municipality.
Brush	Once Per Week April 1 – December 1	<i>[Day proposed by selected Proposer]</i>	Yard Waste Composting Facility – W. Nyack	No	Brush Only	No Brush collection shall occur in January, February or March.

**Rockland Green**

**Request for Proposals 2021-22, Addendum 1**

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

Solid Waste Component	Collection Frequency	Days	Designated Disposal Facility – Location	Contractor Pay Tipping Fee (Yes or No)	Allowable To Mix With Other Solid Waste	Other Requirements
Christmas Trees	Second Week of January	<i>[Day proposed by selected Proposer]</i>	Yard Waste Composting Facility – W. Nyack	No		
Commingled Containers	Once Per Week	Wednesday	Materials Recovery Facility – Hillburn  <i>[As of the Contract Date, and until notified otherwise by Rockland Green, Commingled Containers will be delivered to the RPF]</i>	No	No	Commingled Containers and Commingled Paper may be collected in compartmentalized vehicles.
Commingled Paper	Once Per Week	Wednesday	Materials Recovery Facility – Hillburn  <i>[As of the Contract Date, and until notified otherwise by Rockland Green, Commingled Paper will be delivered to the RPF]</i>	No	No	Commingled Paper and Commingled Containers may be collected in compartmentalized vehicles.
Collection from Village Hall Dumpster	Twice per Week	Monday and Thursday	Transfer Station – Hillburn	Yes	Yes	
Collection from Village Bus Stops**	Twice per week	<i>[Days proposed by selected Proposer]</i>	Transfer Station – Hillburn	Yes	Yes	

**Rockland Green****Request for Proposals 2021-22, Addendum 1****Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

Solid Waste Component	Collection Frequency	Days	Designated Disposal Facility – Location	Contractor Pay Tipping Fee (Yes or No)	Allowable To Mix With Other Solid Waste	Other Requirements
Up to six (6) 30-cubic yard roll-off containers	Annually for spring clean-up	Dates and locations throughout the Village to be designated by Rockland Green (in coordination with the Village)	Transfer Station -- Hillburn	Yes		

\* As indicated in Section 6.7 hereof, the Contractor will be required to provide special spring collection services throughout the Village consisting of (i) one additional collection day throughout the Village on a date to be determined by Rockland Green, and (ii) as identified in the final row of Table 1, up to six (6) 30-cubic yard roll-off containers to be placed throughout the Village.

\*\* As indicated in Section 6.5 hereof, the Contractor will be required to collect garbage from seven (7) municipal waste receptacles. A Village map has been provided in this Appendix 1. 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 Route 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

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**APPENDIX 2**

**DESIGNATED HAULER AUTHORIZATION PROCESS  
DESIGNATED HAULER REQUIREMENTS**



**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

## **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 the Rockland County Solid Waste Management Authority d/b/a 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  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**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, Rockland Green'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.
17. Fail to deliver Acceptable Material collected within Rockland County to an Rockland Green facility.

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**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]*

**APPENDIX 4**

**EQUIPMENT DESCRIPTION AND INVENTORY**

I. 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.

<b>Service</b>	<b>Vehicle Manufacturer</b>	<b>Vehicle Model</b>	<b>Capacity</b>	<b>Age</b>	<b>Number to Be Used</b>

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.

<b>Service</b>	<b>Vehicle Manufacturer</b>	<b>Vehicle Model</b>	<b>Capacity</b>	<b>Age</b>	<b>Number to Be Used</b>
Garbage Collection					
Leaves, Grass Clippings and Brush Collection					
Recyclable Materials Collection					

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**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.

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**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>Number 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 (Number of Units x Annual Per Unit Price)</b>
2292	Single Family Unit:				
17	Two-Family Unit:				
18	Multi-Purpose				
1	Village Hall (including provision of dumpster located at Village Hall)				
7	Each Municipal Waste Receptacle				
Up to 6	30 Cu. Yd. Roll-Off Container (including provision thereof) (Spring Clean Up)				
<b>Total Annual Disposal Price (based on Number of Units):</b>					



**Rockland Green**

**Request for Proposals 2021-22, Addendum 1**

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

**B. YEAR 2 – Per-Unit Pricing for Curbside Collection**

<b>Number 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 (Number of Units x Annual Per Unit Price)</b>
2292	Single Family Unit				
17	Two-Family Unit				
18	Apartment Complex				
1	Village Hall (including provision of dumpster located at Village Hall)				
7	Each Municipal Waste Receptacle				
Up to 6	30 Cu. Yd. Roll-Off Container (including provision thereof) (Spring Clean Up)				
<b>Total Annual Disposal Price (based on Number of Units):</b>					

**C. YEAR 3 - Per-Unit Pricing for Curbside Collection**

<b>Number 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 (Number of Units x Annual Per Unit Price)</b>
2292	Single Family Unit				
17	Two-Family Unit				

**Rockland Green**

**Request for Proposals 2021-22, Addendum 1**

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

<b>Number 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 (Number of Units x Annual Per Unit Price)</b>
18	Apartment Complex				
1	Village Hall (including provision of dumpster located at Village Hall)				
7	Each Municipal Waste Receptacle				
Up to 6	30 Cu. Yd. Roll-Off Container (including provision thereof) (Spring Clean Up)				
<b>Total Annual Disposal Price (based on Number of Units):</b>					

**D. YEAR 4 – Per-Unit Pricing for Curbside Collection**

<b>Number 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 (Number of Units x Annual Per Unit Price)</b>
2292	Single Family Unit				
17	Two-Family Unit				
18	Apartment Complex				
1	Village Hall (including provision of dumpster located at Village Hall)				

**Rockland Green**

**Request for Proposals 2021-22, Addendum 1**

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

<b>Number 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 (Number of Units x Annual Per Unit Price)</b>
7	Each Municipal Waste Receptacle				
Up to 6	30 Cu. Yd. Roll-Off Container (including provision thereof) (Spring Clean Up)				
<b>Total Annual Disposal Price (based on Number of Units):</b>					

**E. YEAR 5 – Per-Unit Pricing for Curbside Collection**

<b>Number 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 (Number of Units x Annual Per Unit Price)</b>
2292	Single Family Unit				
17	Two-Family Unit				
18	Apartment Complex				
1	Village Hall (including provision of dumpster located at Village Hall)				
	Each Municipal Waste Receptacle				
Up to 6	30 Cu. Yd. Roll-Off Container (including				

**Rockland Green  
 Request for Proposals 2021-22, Addendum 1  
 Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

<b>Number 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 (Number of Units x Annual Per Unit Price)</b>
	provision thereof) (Spring Clean Up)				
<b>Total Annual Disposal Price (based on Number of Units):</b>					

**II. FORM OF MONTHLY INVOICE.**

*[To be inserted]*

*[Remainder of page intentionally left blank]*

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**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;
- Excess liability shall not be less than \$5,000,000; and
- 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

**Rockland Green**  
**Request for Proposals 2021-22, Addendum 1**  
**Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

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.

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**APPENDIX 8**

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

**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**APPENDIX 9**

**PREVAILING WAGE**



**Rockland Green  
Request for Proposals 2021-22, Addendum 1  
Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont**

**APPENDIX 10**

**THE FLOW CONTROL LAW**