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Rockland County Solid Waste Management

RFP 2023-11

**REQUEST FOR PROPOSALS
FOR
HAULING SERVICES FOR THE CLARKSTOWN TRANSFER STATION**

DATED OCTOBER 31, 2023

TO: RECIPIENTS OF THE REQUEST FOR PROPOSALS
FROM: ROCKLAND GREEN
DATE: NOVEMBER 17, 2023
SUBJECT: ADDENDUM NUMBER 1

This Addendum Number 1 shall be part of Request for Proposals No. 2023-11 for Hauling Services for the Clarkstown Transfer Station issued by Rockland Green on October 31, 2023 (the "RFP"). (Any term used that is not defined in this Addendum shall have the meaning set forth in the RFP.)

This Addendum Number 1 provides (I) responses to clarification questions submitted by potential Proposers, (II) modifications and clarifications to the RFP, and (III) the draft Hauling Service Agreement.

I. Responses to Questions for Clarification

Question 1. Will an exception be taken for the inability to attend the pre-bid meeting as [*name of company intentionally omitted*] was only made aware of the RFP on 11/14/2023? We have interest in submitting a proposal and would have been available had we been aware the bid was posted sooner.

Response As indicated in Section 2.3 of the RFP, Rockland Green may waive attendance at the mandatory pre-proposal conference on a case-by-case basis. As such, Rockland Green will respond to the potential Proposer(s) who have requested that such

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condition be waived. An opportunity to visit the Facility will be available to any potential Proposer(s) who have been granted such a waiver, should such potential Proposer(s) choose to take that opportunity.

Question 2. I had an emergency and could not attend the walkthrough. Is it still possible to bid on this contract?

Response Please see the response to Question #1 above.

Question 3. To ensure a clean tipping floor, would the County consider: a) dividing the bid, or b) accepting a multiple hauler bid?

Response Please see Section 2.3 of the RFP for Rockland Green's reservation of rights with respect to this issue.

Additionally, potential Proposers are advised that this procurement is being conducted through an RFP process, and as such, a respondent's submission is not a "bid", but rather a "proposal".

Question 4. Can you please provide a list of transporters that attended the pre-bid meeting?

Response No.

Question 5. Who is the current hauler and what is the current transportation rate per ton?

Response The current hauler is Mr. Bult's Inc. Please be advised that Rockland Green will not be releasing the current transportation rate as part of this procurement.

Question 6. For the Fuel Replenishment program, are the gallons allotted for a per day basis?

Response The diesel fuel allotment is provided on a per load basis.

Question 7. Who is responsible for tarping the loads?

Response The Operator will tarp the loads, however, the Hauling Contractor will be responsible for providing the tarps. Such tarps must meet the requirements for the jurisdiction(s) within which the Hauling Contractor is performing the Hauling Services. Additionally, it will be the Hauling Contractor's responsibility to verify that the loads are adequately tarped for such jurisdiction(s).

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Question 8. Who is responsible for jockeying the trailer into the transfer station?

Response The Operator is responsible for jockeying the trailer into and out of the transfer station.

II. Modifications and clarifications to the RFP

1. **Section 3.3.1.1. Drop and Hook Procedures.** The third to last sentence of Section 3.3.1.1 is hereby modified as follows: (*Deleted language is reflected as stricken text and added language is reflected as bold, double underscored text*)

The Transfer Station operator shall attach such receipt and manifest to the outside of such loaded Transfer Trailer inside the weather protected sleeve or envelope **supplied by and** affixed to the Transfer Trailer by the ~~Operator~~**Hauling Contractor**.

2. **Facility Equipment.** The potential Proposers are advised that Rockland Green currently uses the following equipment at the Facility:

Model	Description	Year	Serial #	Manufacturer
Yard Horse	Yardhorse	2007	3718	Freightliner
Yard Horse	Yardhorse	2007	3708	Freightliner
Yard Horse	Yardhorse	2001	AL6895	Freightliner
Yard Horse	Cab		Item 79	Mack
Yard Horse	Cab		Item 80	Mack

It will be the Hauling Contractor’s responsibility to ensure that its Hauling Vehicles are compatible with the equipment Rockland Green uses at the Facility.

3. **Price Proposal Forms.** Both Price Proposal Form 1 (for Option A) and Price Proposal Form 2 (for Option B) set forth in the RFP are hereby replaced and superseded by the updated Price Proposal Forms set forth below in Attachment 1 of this Addendum 1.

III. Draft Hauling Service Agreement

The draft Hauling Service Agreement to be set forth in Appendix H of the RFP is being distributed to potential Proposers as part of this Addendum 1. The Hauling Service Agreement 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 draft

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Hauling Service Agreement and other sections of the RFP, the provision most favorable to Rockland Green shall govern. The draft Hauling Service Agreement 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 Hauling Service Agreement. To the extent that any Proposer wishes to modify (or amplify) any provision of the draft Hauling 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 Hauling Service Agreement, as subsequent comments will not be considered by Rockland Green. Proposers are advised that although modifications to the draft Hauling Service Agreement 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 Hauling Service Agreement for inclusion in Appendix H of the RFP is provided herein as Attachment 2 of this Addendum 1.

ATTACHMENT 1
REVISED PRICE PROPOSAL FORMS

The Price Proposal Forms for both Options A and B, which are provided on the following pages, have been updated from the forms originally included in the RFP. These updated Price Proposal Forms now reflect that the pricing will be provided on a calendar year basis; therefore, any increases of the per Ton fee from year to year will occur at the beginning of each Contract Year (i.e., on January 1).

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UPDATED PRICE PROPOSAL FORM 1: OPTION A

**FOR CONTINUED HAULING TO ONTARIO AND HYLAND LANDFILLS
THROUGHOUT THE ENTIRE HAULING SERVICE AGREEMENT TERM¹**

PROPOSED PRICING – OPTION A <i>(Designated Disposal Facilities located in NY only)</i>		
Service Fee (\$ per Ton) to Designated Disposal Facility(ies) of the Ontario Landfill and the Hyland Landfill		
Dates of Term	Per Ton Fee written numerically	Per Ton amount written in words
3/1/2024 - 12/31/2024	\$____ per Ton	_____ Dollars per Ton
1/1/2025 - 12/31/2025	\$____ per Ton	_____ Dollars per Ton
1/1/2026 - 12/31/2026	\$____ per Ton	_____ Dollars per Ton
1/1/2027 - 12/31/2027	\$____ per Ton	_____ Dollars per Ton
1/1/2028 - 12/31/2028	\$____ per Ton	_____ Dollars per Ton
1/1/2029 - 8/31/2029	\$____ per Ton	_____ Dollars per Ton
Service Fee (\$ per Ton) to the Chemung Landfill		
Dates of Term	Per Ton Fee written numerically	Per Ton amount written in words

¹ A Proposer’s revision to the pricing form will be grounds for the rejection of its Proposal.

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3/1/2024 - 12/31/2024	\$_____ per Ton	_____ Dollars per Ton
1/1/2025 - 12/31/2025	\$_____ per Ton	_____ Dollars per Ton
1/1/2026 - 12/31/2026	\$_____ per Ton	_____ Dollars per Ton
1/1/2027 - 12/31/2027	\$_____ per Ton	_____ Dollars per Ton
1/1/2028 - 12/31/2028	\$_____ per Ton	_____ Dollars per Ton
1/1/2029 - 8/31/2029	\$_____ per Ton	_____ Dollars per Ton

Renewal Term Pricing:

For each one-year renewal term, if any, the Service Fee will be adjusted on an annual basis based on an identified index; provided, however, that any such percentage annual increase shall not exceed 5%.

Proposers shall identify the index they would seek to use for such adjustment.

Proposed CPI Index: _____

Notes to Price Proposal Form 1:

1. The per Ton proposed amount shall be the sole compensation paid to the Hauling Contractor by Rockland Green for the Contract Services.

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UPDATED PRICE PROPOSAL FORM 2: OPTION B

**FOR HAULING SERVICES TO ONTARIO AND HYLAND LANDFILLS
FROM MARCH 1, 2024 TO AUGUST 31, 2024,
AND
THEREAFTER TO PENNSYLVANIA
FROM SEPTEMBER 1, 2024 THROUGH THE REMAINDER
OF THE HAULING SERVICE AGREEMENT TERM²**

PROPOSED PRICING – OPTION B <i>(Designated Disposal Facilities located in NY from 3/1/24 – 8/31/24 and Designated Disposal Facilities located in PA from 9/1/24 through the remaining term)</i>		
Service Fee (\$ per Ton) to Designated Disposal Facility(ies)		
Dates of Term	Per Ton amount written numerically	Per Ton amount written in words
3/1/2024 - 8/31/2024 (NY)	\$____ per Ton	_____ Dollars per Ton
9/1/2024 - 12/31/2024 (PA)	\$____ per Ton	_____ Dollars per Ton
1/1/2025 - 12/31/2025 (PA)	\$____ per Ton	_____ Dollars per Ton
1/1/2026 - 12/31/2026 (PA)	\$____ per Ton	_____ Dollars per Ton
1/1/2027 - 12/31/2027 (PA)	\$____ per Ton	_____ Dollars per Ton
1/1/2028 - 8/31/2028 (PA)	\$____ per Ton	_____ Dollars per Ton
1/1/2029 - 8/31/2029 (PA)	\$____ per Ton	_____ Dollars per Ton

² A Proposer’s revision to the pricing form will be grounds for the rejection of its Proposal.

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Renewal Term Pricing:

For each one-year renewal term, if any, the Service Fee will be adjusted on an annual basis based on an identified index; provided, however, that any such percentage annual increase shall not exceed 5%.

Proposers shall identify the index they would seek to use for such adjustment.

Proposed CPI Index: _____

Notes to Price Proposal Form 2:

1. The per Ton proposed amount shall be the sole compensation paid to the Hauling Contractor by Rockland Green for the Contract Services.

ATTACHMENT 2
DRAFT HAULING SERVICE AGREEMENT

**RFP ISSUANCE DRAFT – RFP 2023-11 – ADDENDUM 1
NOVEMBER 17, 2023**

HAULING SERVICE AGREEMENT FOR THE CLARKSTOWN TRANSFER STATION

Between

ROCKLAND GREEN

and

[]

Dated as of [], 2024

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TRANSACTION AGREEMENT FORMS

A. FORM OF PERFORMANCE BOND

B. FORM OF GUARANTY AGREEMENT

HAULING SERVICES AGREEMENT

This Hauling Service Agreement for the Clarkstown Transfer Station (the “Agreement”) is made and dated as of [] [], 2024 between the ROCKLAND GREEN, also known as the Rockland County Solid Waste Management Authority, a body politic and corporate constituting a public benefit corporation of the State of New York (“Rockland Green”), and [], a corporation organized and existing under the laws of the state of Illinois (together with its successors or assigns permitted hereunder, the “Hauling Contractor”). Terms used and not otherwise defined shall have the meanings assigned in Article I.

RECITALS

WHEREAS, Rockland Green owns a solid waste transfer station located at 166 South Route 303, West Nyack, New York; and

WHEREAS, Rockland Green is seeking hauling services for the transportation of municipal solid waste from such transfer station to the designated disposal facility; and

WHEREAS, Rockland Green is authorized to issue a Request for Proposals (“RFP”) to procure such services and, pursuant thereto, to award a contract to a company with expertise in the hauling of solid waste; and

WHEREAS, Rockland Green conducted such a procurement and issued RFP 2023-11 on October 31, 2023, and on December 6, 2023 received [] proposals, including a proposal from []; and

WHEREAS, at a duly held meeting of the Board of Rockland Green on [], 2024, the Board of Rockland Green, by Resolution Number [] of 2024, accepted the proposal submitted by [], and authorized the negotiation and execution of an agreement with [] (the “Hauling Contractor”) to operate and maintain the Facility; and

WHEREAS, the parties hereto wish to enter into a contractual relationship pursuant to which the Hauling Contractor will provide the services necessary for the hauling of solid waste from Rockland Green’s transfer station to a disposal site designated by Rockland Green; and

WHEREAS, the execution and delivery of this Agreement by the Hauling 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 AND INTERPRETATION**

Section 1.1 **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings set forth below:

“Acceptable Waste” means Solid Waste, including Construction and Demolition Debris and any other materials agreed to by the parties. Acceptable Waste shall **not** include sewage or sludge, liquid, propane tanks or gaseous waste, Hazardous Waste, and Regulated Medical Waste.

“Act” means the Rockland County Solid Waste Management Authority Act, codified as Title 13-M, Section 2053-a, *et seq.* of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended from time to time.

“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 other entity.

“Agreement” means this Hauling Service Agreement between the Hauling Contractor and Rockland Green, including the Appendices, as the same may be further amended or modified from time to time in accordance herewith.

[“Alternate Disposal Facility” means the [] Landfill located at [].] ***[The Alternate Disposal Facility(ies) will identified once Rockland Green selects Option A or Option B prior to the execution of this Agreement.]***

“Alternatively Derived Fuel” means all combustible fuel sources, other than ULSD No. 2 Regular Diesel, that when introduced into the engine of the Hauling Vehicle provide the operational needs of the engine. Alternatively Derived Fuels shall include compressed natural gas (“CNG”), liquefied nature gas (“LNG”), biodiesel (“B2O BIO”), and propane (“LPG”).

“Annual Settlement Statement” has the meaning set forth in Section 3.6 (*Annual Settlement Statement*).

“Appendix” means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof.

“Applicable Law” means any law, rule, code, standard, regulation, requirement, policy, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of or Legal Entitlement issued by or deemed to be issued by any Governmental Body having jurisdiction, applicable from time to time to the transfer, handling, hauling, transportation, recycling and disposal of Acceptable Waste, Tires, Unacceptable Waste, Regulated Medical Wastes and Hazardous Waste; or to any other transaction or matter contemplated hereby (including any of the foregoing which concern procurement contracting, health, safety, fire, environmental protection, solid waste transportation recycling and disposal, materials recovery processing, quality and use, labor relations, mitigation monitoring plans, building codes, nondiscrimination and the payment of minimum or prevailing wages).

“Billing Period” means a monthly period commencing on the first day of each calendar month in each Contract Year, except that (1) the first Billing Period shall begin on the Commencement Date and shall continue to the last day of the monthly period in which the Commencement Date occurs, and (2) the last Billing Period shall end on the last day of the Term of this Agreement. Any computation made on the basis of a Billing Period shall be adjusted on a pro rata basis to take into account any Billing Period of less than the actual number of days in the month to which such Billing Period relates.

“Billing Statement” has the meaning set forth in Section 4.2 (*Billing Statements and Payment*).

“CAM” means Contract Administration Memorandum.

“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 Agreement (except for payment obligations):

- (A) Inclusions: A “Change in Law” shall include:
- (1) the enactment, adoption, promulgation, issuance, modification or written change in administrative or judicial interpretation on or after the Contract Date of any federal, State or local law (except as set forth in the exclusions in (B) below), regulation, rule, requirement, guideline, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was, on or prior to the Contract Date, proposed and published in the Federal or New York Register or was duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation;
 - (2) the order or judgment of any federal, State or local court, administrative agency or Governmental Body, on or after the Contract Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the Hauling 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 this Agreement, 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 Hauling 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 toll or 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 Hauling Contractor than those set forth in the obligations contained herein;
 - (4) any change in interpretation, however stringent, by a Government Body of the meaning of the terms and conditions of the Legal Entitlements in force as of the Contract Date; or
 - (5) union work rules, demands or requirements, which modify the number of employees required to be employed at the Facility and causes an increase in the Hauling Contractor’s projected or actual cost of providing the Contract Services.
 - (6) a change in law pertaining to prevailing wages and benefits.

“Commencement Date” means March 1, 2024, the date upon which the Hauling Contractor shall commence providing the Hauling Services to Rockland Green pursuant to this Agreement.

“Contract Administration Memorandum” or “CAM” has the meaning set forth in Section 9.8 (*Administrative Communications*).

“Construction and Demolition Debris” or “C&D” means wastes which are generated as a result of construction, remodeling or demolition activities as further defined by the DEC.

“Contractor” or “Hauling Contractor” means [].

“Contractor Breach” means the untruth of any material representation made by the Hauling Contractor hereunder or any breach, failure, non-performance or non-compliance by the Hauling Contractor under this Agreement with respect to its obligations and responsibilities hereunder not attributable to Uncontrollable Circumstances or Contractor Breach caused by any willful or negligent act, error or omission by the Hauling Contractor, its officials, agents, employees, representatives or independent contractors or Subcontractors of any tier and which materially and adversely affects Rockland Green’s performance or rights or obligations under this Agreement.

“Contractor Required Insurance” has the meaning set forth in Appendix 3 (*Contractor Required Insurance*) hereto.

“Contract Date” means the date of the delivery of this Agreement as executed by the parties hereto.

“Contract Services” means everything required to be furnished and done for and relating to the provision of the Hauling Services, , and any additional services related to the hauling of Acceptable Waste as contemplated herein pursuant to the express terms of this Agreement. A reference to “Contract Services” shall mean “any part and all of the Contract Services” unless the context otherwise requires.

“Contract Standards” means the standards, terms, conditions, methods, techniques and practices imposed or required by: (1) Applicable Law, (2) Good Industry Practice, (3) applicable equipment manufacturers’ specifications, including specifications for recommended inspections and maintenance intervals, (4) applicable Insurance Requirements, and (5) any other standard, term, condition or requirement specifically provided in this Agreement to be observed by the Hauling Contractor. Subsection 1.2(F) (*Conflicts in Obligations and Standards*) shall govern issues of interpretation related to the applicability and stringency of the Contract Standards.

“Contract Year” means the calendar year commencing on January 1 in any year and ending on December 31 of the same year; provided, however, that the first Contract Year shall commence on the Contract Date and shall end on December 31 of the same year, and the last Contract Year shall commence on January 1 prior to the date this Agreement expires or is terminated, whichever is appropriate, and shall end on the last day of the term of this Agreement or the effective date of any termination, whichever is appropriate. Any computation made on the basis of a Contract Year shall be adjusted on a pro rata basis to take into account any Contract Year of less than 365/366 days.

“County” means the County of Rockland, New York.

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

“Designated Disposal Facility” means the Disposal Facility(ies) designated by Rockland Green for the delivery and disposal of Acceptable Waste

“Disposal Facility” means either a sanitary landfill or other solid waste disposal or management facility, including, but not limited to a waste-to-energy 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 Solid Waste originating in the County, and (8) is not under any executive or judicial order barring receipt of Solid Waste from any region which includes the County.

“DOH” means the Rockland County Department of Health.

["DOT" means the NYSDOT, the PennDOT, or both the NYSDOT and PennDOT, as applicable.] ***[Definition will be modified based on the Designated Disposal Facilities selected by Rockland Green prior to the execution of this Agreement.]***

"Event of Default" means, with respect to the Hauling Contractor, those items specified in Section 5.2 (*Events of Default by the Hauling Contractor*) and with respect to Rockland Green, those items specified in Section 5.3 (*Events of Default by Rockland Green*).

"Facility" means the Clarkstown Transfer Station, the solid waste transfer station located at 166 Route 303 South, West Nyack, New York, and owned and operated by Rockland Green.

"Facility Site" means the entire parcel of real property on which the Facility is located.

"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.

"Fuel Replenishment Program" means Rockland Green's program for the purchase and distribution of diesel fuel by Rockland Green to the Hauling Contractor for the performance of the Hauling Services, as set forth in Section 4.5 (*Fuel Replenishment Program*) and Appendix 1 (*Fuel Replenishment*) hereof.

"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 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.

"Guarantor" means [], a [] organized and existing under the laws of the State of [] and its successors and assigns permitted under the Guaranty Agreement.

"Guaranty Agreement" means the Guaranty Agreement executed by the Guarantor in substantially the form attached as Transaction Agreement Form B.

"Hauling Contractor" or "Contractor" means [].

"Hauling Fee" shall have the meaning set forth in subsection 4.1(B) (*Hauling Fee*).

"Hauling Services" means the portion of the Contract Services comprising the hauling of Acceptable Waste as contemplated in Article III (*Hauling Services*) hereof, including any additional services set forth in Section 3.9 (*Expansion or Reduction of Services*) herein. A reference to "Hauling Services" shall mean "any part and all of the Hauling Services" unless the context requires otherwise.

“Hauling Vehicles” means the tractor trailers capable of handling the required tonnages of Acceptable Waste to be transported from the Facility to the Designated Disposal Facility(ies) in accordance herewith. ***[Definition to be refined and updated to reflect Option A or Option B, as selected by Rockland Green prior to the execution of this Agreement.]***

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

“Initial Term” has the meaning set forth in Section 6.1 (*Term of Agreement*) of this Agreement.

“Insurance Requirement” means any rule, regulation, code, or requirement issued by any insurance rating bureau or any other body having similar functions or by any insurance company which has issued a policy of Contractor Required Insurance under this Agreement, as in effect during the Term of this Agreement, compliance with which is a condition to the effectiveness of such policy.

“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 Agreement.

“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 Agreement.

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

[“NYSDOT” means the New York State Department of Transportation.]

“Operating Notice” has the meaning set forth in Section 9.13 (*Notices*).

“Operator” means Rockland Green as the operator of the Facility or a contractor operating the Facility, to the extent applicable.

“Other Payments Balance” has the meaning set forth in Section 4.2 (*Billing Statements and Payment*) of this Agreement.

“Party” or “Parties” means Rockland Green, the Hauling Contractor or both Rockland Green and the Hauling Contractor.

[“PennDOT” means the Pennsylvania Department of Transportation.] **[Definition to apply if Rockland Green selects Option B.]**

[“Pennsylvania DEP” means the Pennsylvania Department of Environmental Protection.] **[Definition to apply if Rockland Green selects Option B.]**

“Performance Bond” has the meaning set forth in Section 7.1.

“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.

“Regulated Medical Waste” means any medical waste that is a solid waste, as defined in subdivision 360.2(b)(240)(i) 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 360.2(b)(240)(ii) of NYCRR Part 360, and as further defined therein.

“Related Party” means any owner or family member of a principal owner of either the Hauling Contractor, an Affiliate of the Hauling Contractor, or a subsidiary of the Hauling Contractor.

“Renewal Term” has the meaning set forth in Section 6.1 (*Term of Agreement*).

“Rockland Green” means Rockland Green, also known as the Rockland County Solid Waste Management Authority, a public benefit corporation organized and existing under the Act, and its successors and assigns.

“Rockland Green Breach” means the untruth of any material representation made by Rockland Green hereunder or any breach, failure, nonperformance or non-compliance by Rockland Green with respect to its obligations and responsibilities hereunder not attributable to Uncontrollable Circumstance or Hauling Contractor Breach caused by any willful or negligent act, error or omission by Rockland Green, its officials, agents, employees, representatives, independent contractors or subcontractors of any tier and which materially and adversely affects the Hauling Contractor’s performance or rights or obligations under this Agreement.

“Rockland Green Indemnified Parties” has the meaning set forth in Section 7.3 (*Indemnification*).

“Service Fee” and each of the components thereof, have the meanings ascribed to such terms in Section 4.1 (*Service Fee*).

“Site” means the real property owned by Rockland Green, including the Facility, and all ancillary property up to and including the fence line, upon which the Facility is located, as identified in Appendix 5 (*Facility Map and Permit*).

“Solid Waste” means Municipal Solid Waste as such term is defined in 6 NYCRR Part 360.2(b)(184), any other wastes the Facility is permitted receive, and any other wastes generated by commercial and governmental establishments that is normally collected and disposed of by a municipal or private non-hazardous waste collection contractor, provided, however, that Solid Waste shall not include sewage or sewage sludge, liquid or gaseous waste or waste tires.

“State” means the State of New York[, the Commonwealth of Pennsylvania, or both, as applicable.] [***Definition to be refined and finalized upon selection of Option A or Option B prior to the execution of this Agreement.***]

“Subcontract” means an agreement between the Hauling Contractor and a Subcontractor, or between two Subcontractors, as applicable.

“Subcontractor” means every person (other than employees of the Hauling Contractor) employed or engaged by the Hauling Contractor or any person directly or indirectly in privity with the Hauling Contractor (including 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.

“Tarping Station” means the location at the northeast section of the load out tunnel where trailers will be tarped prior to weighing out.

“Term” has the meaning set forth in Section 6.1 (*Term of Agreement*).

“Termination Date” means the last day of the Term.

“Tire” means automobile tires and over-the-road truck tires.

“Ton” means a “short ton” of 2,000 pounds, unless expressly stated otherwise in this Agreement.

“Transaction Agreement” means any of the transaction agreements, each substantially in the respect form appended to this Agreement.

“Transfer Trailer” means a leak proof trailer, constructed with a [moving floor or tipper floor], having a capacity of [100 to 154] cubic yards, and complying with the requirements set forth in subsection 3.1(F). [***To be refined and finalized based on Rockland Green’s selection of Option A or Option B.***]

“Unacceptable Waste” means sewage sludge, Regulated Medical Wastes and Hazardous Waste and large items of machinery and equipment, such as motor vehicles and major components thereof (including oversized tires; e.g.: front-end loader or heavy equipment tires), engines, transmissions, fenders and contaminated parts, agricultural equipment, trailers, marine vessels and other materials which cannot be received at the Facility under Applicable Law.

“Uncontrollable Circumstances” 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 this Agreement, 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 this Agreement on the part of such party.

- (A) Inclusions: Subject to the foregoing, Uncontrollable Circumstances shall include the following:
- (1) a Change in Law;
 - (2) naturally occurring events (except weather conditions normal for the northeast region of the United States) such as landslides, underground movement, earthquakes, fires, tornadoes, floods, lightning, and other acts of God;
 - (3) explosion, sabotage or similar occurrence, acts of a declared public enemy, extortion, war, terrorism, blockade or insurrection, riot or civil disturbance;
 - (4) labor disputes, except labor disputes involving employees of the Hauling Contractor, its Affiliates or Subcontractors which affect the performance of the Contract Services;
 - (5) 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
 - (6) acts of terror of a public enemy.
- (B) Exclusions: It is specifically understood that none of the following acts, events or circumstances shall constitute Uncontrollable Circumstances:
- (1) general economic conditions, interest or inflation rates, or currency fluctuation;
 - (2) changes in the financial condition of the Hauling Contractor, its Subcontractors, its Affiliates affecting their ability to perform their respective obligations;
 - (3) the consequences or the result of the neglect, act, error or omission, or the failure to exercise reasonable diligence, by the Hauling Contractor or any of their employees, agents, suppliers, Subcontractors or Affiliates in the performance of the Contract Services;
 - (4) the failure of the Hauling Contractor to secure patents or licenses or similar authorizations in connection with the technology necessary to perform its obligations hereunder;
 - (5) strikes, work stoppages or other labor disputes or disturbances involving employees or independent contractors of the Hauling Contractor, subcontractors, or affiliates of the Hauling Contractor or subcontractors;
 - (6) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed by the Hauling Contractor for performance of the Contract Services or otherwise increasing the cost or burden to the Hauling Contractor of performing the Contract Services;

- (7) any increase for any reason in premiums charged by the Hauling Contractor's insurers or the insurance markets generally for the Contractor Required Insurance; and
- (8) any impact of prevailing wages, laws or rates on the Hauling Contractor's costs with respect to wages and benefits.
- (9) Any increase in the tip fee at the Facility, any other transfer station owned by Rockland Green, Rockland Green's material recovery facility (MRF), or the Recyclables Preprocessing Facility or another Disposal Facility located in the County;
- (10) The failure or delay of any governmental body to issue any Legal Entitlements which are required for the performance of the Contract Services;
- (11) Any act, event or circumstance occurring outside the United States;
- (12) Epidemics or pandemics, including the outbreak of COVID-19 and any of its variants; and
- (13) The closure of a Disposal Facility the Hauling Contractor was using or intended to use.

"Weigh Scale" means Rockland Green's weigh scales, scalehouse and related facilities and systems located on the Site and operated by Rockland Green, which are utilized to weigh Acceptable Waste.

Section 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby," "hereof," "herein," "hereunder" and any similar terms refer to this Agreement.

(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, general partnerships, limited partnerships, 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 Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or 'remedies under or by reason of this Agreement. Without limiting the generality of the foregoing, this Agreement shall completely and fully supersede all other understandings and agreements among the parties with

respect to such transactions, including those contained in the Assigned Agreement or any amendments or supplements thereto.

(F) Conflicts in Obligations and Standards. In the event of a conflict between any provisions of this Agreement (including the Appendices hereto) imposing any requirement, obligation, standard or guarantee on the Hauling 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 9.10 (*Applicable Law, Forum for Dispute Resolution and Waiver of Jury Trial*).

(G) References to Days. All references to days herein are to calendar days, including Saturdays, Sundays and holidays, except as otherwise specifically provided.

(H) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(I) Applicable Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of New York.

(J) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, 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 Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement 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 Agreement shall be construed and enforced as if such invalid portion did not exist.

**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 politic and corporate 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 Agreement.

(B) Due Authorization and Binding Obligation. Rockland Green has duly authorized the execution and delivery of this Agreement. This Agreement 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 Agreement 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 condition 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 Legal Prohibition. Rockland Green has no knowledge of any Applicable Law in effect on the date as of which this representation is being made, exclusive of permitting requirements, which would prohibit the performance by Rockland Green of this Agreement and the transactions contemplated hereby.

Section 2.2 REPRESENTATIONS AND WARRANTIES OF THE HAULING CONTRACTOR. The Hauling Contractor hereby represents and warrants that:

(A) Existence and Powers. The Hauling Contractor is duly organized and validly existing as a corporation under the laws of the State of New York and authorized to do business in the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Hauling Contractor has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Hauling Contractor and constitutes the legal, valid and binding obligation of the Hauling Contractor, enforceable against the Hauling Contractor 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 the Hauling Contractor of this Agreement nor the performance by the Hauling Contractor of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Hauling Contractor, (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of the Hauling Contractor) or instrument to which the Hauling Contractor is a party or by which the Hauling Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument, or (3) will result in the creation or imposition of any Encumbrance of any nature whatsoever upon any of the properties or assets of the Hauling Contractor.

(D) No Litigation. There is no action, suit or other proceeding as of the Contract Date, at law or in equity, before or by any court or governmental authority, pending or, to the Hauling Contractor's best knowledge, threatened against the Hauling Contractor which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Hauling Contractor in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Hauling Contractor of its obligations hereunder or by the Hauling Contractor under any such other agreement or instrument.

(E) No Legal Prohibition. The Hauling 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 Hauling Contractor of this Agreement and the transactions contemplated hereby.

Section 2.3 DOCUMENTS TO BE DELIVERED AS OF CONTRACT DATE. On or before the Contract Date, the Hauling Contractor shall have delivered the following documents to Rockland Green.

(A) Contractor Required Insurance. The Hauling Contractor shall submit to Rockland Green satisfactory evidence of the Contractor Required Insurance, consisting of certificates of insurance and signed endorsements for all Contractor Required Insurance, and to the extent requested by Rockland Green, copies of the Hauling Contractor's insurance policies.

(B) Performance Bond. The Hauling Contractor shall provide to Rockland Green the Performance Bond required pursuant to Section 7.1 (*Performance Bond*).

(C) Guaranty. The Hauling Contractor shall have provided Rockland Green with the Guaranty Agreement required pursuant to Section 7.2 (*Guaranty*).

(D) Legal Entitlements. The Hauling Contractor shall have submitted to Rockland Green a copy of all Legal Entitlements required for the performance of the Contract Services.

**ARTICLE III.
HAULING SERVICES**

Section 3.1 HAULING OPERATIONS.

(A) Hauling Generally. The Hauling Contractor, at its cost and expense, shall transport or cause to be transported the Acceptable Waste from the Facility to a Designated Disposal Facility in accordance with the Contract Standards, including the Hauling Contractor's delivery requirements set forth herein. The Hauling Contractor shall, upon Rockland Green's direction, transport Acceptable Waste to the Alternate Disposal Facility to the extent the Designated Disposal Facility is unable to accept Acceptable Waste. The above notwithstanding, Rockland Green makes no guarantee as to minimum tonnages of Acceptable Waste to be transferred and disposed of at the Designated Disposal Facility by the Contractor. ***[Provision to be modified and refined based on Rockland Green's selection of Option A or Option B.]***

(B) Hauling Contractor Responsibility. The Hauling Contractor shall, at its sole cost and expense, by ownership, leasing or Subcontract, provide all Hauling Vehicles and equipment necessary in order to carry out and perform its obligations hereunder, including its obligations to transport Acceptable Waste to a Designated Disposal Facility. The Hauling Contractor shall provide a sufficient number of Tractor Trailers to ensure that the Transfer Station operator is able to comply with Applicable Law and the Facility Permit including the NYSDEC Special Conditions requirements.

(C) Operation, Maintenance and Servicing of Hauling Vehicles. The Hauling Contractor shall have sole responsibility for maintaining and servicing the Hauling Vehicles pursuant to the Contract Standards and shall bear all risk of loss thereof or damage thereto, and all risk of damage or injury caused by the operation thereof. The Hauling Contractor shall maintain daily, weekly, monthly and annual records of all repairs and maintenance for all Hauling Vehicles used to provide Hauling Services.

(D) Authority Right to Inspect. Rockland Green shall have the right to inspect the Hauling Vehicles and any records of their maintenance requested by Rockland Green. Rockland Green shall also have the right to copies of all electronic logs for each Hauling Vehicle, which the Hauling Contractor shall provide upon request from Rockland Green.

(E) Identification of Hauling Vehicle Transporting Acceptable Waste to a Designated Disposal Facility. Hauling Vehicles transporting Acceptable Waste to a Designated Disposal Facility in accordance with delivery requirements set forth herein shall be properly identified, insured and permitted pursuant to Applicable Law. This shall include the DOH registration and sticker number required for all such vehicles, and any and all requirements pursuant to the NYSDOT [and the PennDOT, as applicable]. ***[To be refined and finalized based on Rockland Green's selection of Option A or Option B.]***

(F) Hauling Vehicle Requirements. The tractors and Transfer Trailers used by the Contractor to perform the Contract Services shall be capable of handling a minimum of 36.5 Tons per load when transporting Acceptable Waste to a Designated Disposal Facility within the State of New York[, and a minimum of 22.5 Tons per load for out of State disposal in the Commonwealth of Pennsylvania]. ***[Language to be finalized based on Rockland Green's***

selection of Option A or Option B prior to the execution of the Agreement.] The tractors and Transfer Trailers used by the Hauling Contractor to perform the Contract Services shall be compatible with the rolling stock used at the Facility by Rockland Green. As such, all vehicles used for drop and hook loading shall be capable of clearing the 14 foot load out tunnel when such vehicles are connected to the Facility rolling stock. To the extent that any such tractors and Transfer Trailers are not compatible with the Facility's rolling stock, the Contractor shall provide compatible rolling stock required for use with the tractors and Transfer Trailers used in the performance of the Contract Services at the Facility.

(G) Trailer Tarping and Clean Up. Each outbound load of Acceptable Waste shall be fully covered and secured as required by Applicable Law so as to (1) minimize the potential for the creation of an odor condition, and (2) prevent any blowing, spilling or leakage of the material being transported. Unless otherwise authorized by Rockland Green, the Contractor shall utilize solid vinyl roll tarps to cover each load of outbound Acceptable Waste. In the event of a spill, leak or loss of Acceptable Waste during transit, the Hauling Contractor shall immediately arrange for the clean-up of the material at the Hauling Contractor's sole cost and expense, pay any resulting fines, assessments, penalties or damages resulting therefrom, and indemnify, defend and hold harmless Rockland Green in accordance with the procedures provided in Section 7.3 (*Indemnification*) from all Loss-And-Expense resulting therefrom.

(H) Hauling Legal Entitlements. The Hauling Contractor, at its own expense, shall make all filings, applications and reports necessary to obtain and maintain all permits, licenses and approvals required to be made, obtained or maintained under Applicable Law in order to perform such Acceptable Waste hauling operations, including DOH registration and divisible load (overweight) permits, to the extent applicable. The Hauling Contractor shall report immediately to Rockland Green all violations of the terms and conditions of any permit, license, approval or Applicable Law pertaining to its performance of the Contract Services or any Subcontract pertaining to the Contract Services.

(I) Hauling Routes. When delivering trailers and removing Acceptable Waste to and from the Facility, however, the Hauling Contractor, or its Subcontractor, shall use only State and County roads, except as otherwise approved by Rockland Green as necessary alternatives. When performing the Hauling Services, the Hauling Contractor, or its Subcontractor, shall use the following route from the Facility: [

]. The above notwithstanding, at all times, the Hauling Contractor, or its Subcontractors, when performing the Hauling Services shall use a route acceptable to Rockland Green.

(J) Qualification of Hauling Personnel. The Hauling Contractor shall, at its cost and expense, provide, or cause to be provided, personnel to perform the Acceptable Waste hauling services set forth in this Section. The Hauling Contractor shall be responsible for ensuring that all hauling personnel are experienced in providing similar solid waste hauling services and that all drivers of vehicles hauling Acceptable Waste are licensed for the appropriate application and class of vehicle. The Hauling Contractor shall be responsible for conducting a background check to verify its drivers have the appropriate licenses as well as to check the overall driving record of such driver and the driver's solid waste hauling experience. Throughout the Term of this Agreement, the Hauling Contractor shall maintain on file and available for

Rockland Green review, the license number and record of violations, if any, for each driver utilized to perform such services. Prior to the Commencement Date and at the beginning of each Contract Year, the Hauling Contractor shall provide Rockland Green with the yearly driver's abstract for each driver for the prior Contract Year. In addition, the Hauling Contractor shall provide Rockland Green with a driver's abstract for each new driver hired or used by the Hauling Contractor hired mid-year. In the event a Hauling Contractor is disorderly, obscene, or grossly discourteous to any Rockland Green employee or member of the public at the Facility or any other transfer station or other solid waste facility owned by Rockland Green, Rockland Green or another Disposal Facility located in Rockland County, the Hauling Contractor shall discharge the employee from performing any Hauling Services upon receipt of a written request by Rockland Green stating that the Hauling Contractor take such action. Rockland Green will specify the reasons for the request and no discharged employee shall be re-employed by the Hauling Contractor without the prior written consent of Rockland Green.

(K) Hauling Vehicles Transport Only Acceptable Waste. The Hauling Vehicles shall transport only Acceptable Waste collected from the Facility. The Hauling Vehicles shall not pick up any materials other than fuel and safety and maintenance items normal and customary for hauling Acceptable Waste after being weighed-out at the Weigh Scale.

(L) No Storage of Hauling Vehicles. The Hauling Contractor shall not store any Transfer Trailers and/or tractors at the Facility that are not being utilized to haul Acceptable Waste delivered to the Facility.

(M) Fuel and Fueling Procedures. Rockland Green shall provide fuel to operate Hauling Vehicles through and subject to the limitation set forth in the Fuel Replenishment Program set forth in Section 4.5 (*Fuel Replenishment Program*). Hauling Vehicles loaded pursuant to the Drop and Hook Procedures set forth in subsection 3.3(C) (*Drop and Hook Procedures*) or live loaded will be fueled at the Facility. For live loads only, all fueling shall occur prior to the transfer Trailer being loaded to its full capacity. All such other fueling shall occur only: (1) after the Transfer Trailer has been loaded to its full capacity; and (2) in compliance with the Facility fueling instructions. Failure to comply with these requirements may result in the debarment of such individual driver.

(N) Communication with and Tracking of Hauling Vehicles. The Hauling Contractor shall provide and maintain a means of communication between the Hauling Contractor's terminal and the Hauling Vehicles. To the extent the Hauling Vehicles are equipped with a global positioning system ("GPS"), the Hauling Contractor shall provide to Rockland Green, upon reasonable request by Rockland Green, a record of the location of each Hauling Vehicle used in the performance of the Contract Services.

(O) Holidays. The Hauling Contractor shall perform the Contract Services every day that the Facility is open and receiving Acceptable Waste. The Hauling Contractor, however, shall generally not be required to perform the Contract Services on the following Rockland Green recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, except to the extent that the Facility is operational due to extraordinary circumstances. If Rockland Green requests that the Facility remain open on a Rockland Green holiday, Rockland Green will pay the Hauling Contractor additional fee set forth in Appendix 7 (*Service Fee*) only to the extent there has been no violation of Applicable

Law, including a special condition of Rockland Green’s permit for the Facility as the result of any breach of the Agreement by the Hauling Contractor or any other action or inaction of the Hauling Contractor.

Section 3.2 DISPOSAL SERVICES AND DISPOSAL FACILITIES.

(A) General Obligations. The Hauling Contractor shall deliver all Acceptable Waste from the Facility to the Designated Disposal Facility. The current Designated Disposal Facilities are the Hyland Landfill, the Ontario Landfill, and on a limited basis the Chemung Landfill. Rockland Green’s agreement to deliver its Acceptable Waste to the current Designated Disposal Facilities is scheduled to expire on August 31, 2024. Commencing on September 1, 2024 the Designated Disposal Facility(ies) shall be []. ***[To be completed following Rockland Green’s selection of Option A or Option B, prior to the execution of this Agreement.]*** The above notwithstanding, during the Term, Rockland Green shall have the right to select any Disposal Facility lawfully permitted to receive Acceptable Materials, and shall direct the Hauling Contractor to deliver Acceptable Waste to such Disposal Facility. In such event, the Hauling Contractor shall be obligated to deliver Acceptable Waste to such facility.

(B) Delivery Coordination. The Hauling Contractor shall be responsible for coordinating (i) pick up times with Rockland Green as the operator of the Facility to ensure efficiency between such parties, and (ii) the receiving hours of the Designated Disposal Facility to ensure the efficient disposal of transported Acceptable Waste. The Hauling Contractor shall perform such services in a manner that ensures all Acceptable Waste is removed from the tipping floor at the end of each day, and that no Acceptable Waste is stored on Site in violation of Rockland Green’s Part 360 Permit, including any special condition thereof.

Section 3.3 TRAILER LOADING AND OPERATION.

(A) General Hauling Contractor Obligations. The Hauling Contractor shall transport all Acceptable Waste delivered to the Facility on a daily basis, regardless of variations in waste quantity, to the Designated Disposal Facility(ies). The Hauling Contractor shall ensure that there are a sufficient number of Transfer Trailers available on the Site at all times so that the Operator is able to comply with Applicable Law including NYSDEC Special Conditions requirements. The Hauling Contractor shall be required to remove all loaded Transfer Trailers with 24 hours of their being loaded (such period being measured from when they are weighed out and manifested in accordance with Rockland Green’s weigh scale procedures), and replace each such loaded Transfer Trailer with an empty Transfer Trailer.

(B) Loading and Minimum Tonnage. Each outbound load of Acceptable Waste shall be fully covered and secured as required by Applicable Law and subsection 3.1(G) (*Trailer Tarping and Clean Up*) hereof so as to minimize odors and prevent any blowing, spilling or leakage of the material being transported.

(C) Drop and Hook Procedures. The Hauling Contractor shall maintain a sufficient quantity of empty Transfer Trailers on the Facility Site **at all times** for the availability of drop and hook loading to ensure that the tipping floor is clear at the end of each day as specified in subsection 3.2(B) (*Delivery Coordination*). Such empty Transfer Trailers shall be stored on the Site in a location designated by Rockland Green. The Operator shall attach an

empty Transfer Trailer to a switcher tractor (yard horse) which shall lead the empty Transfer Trailer onto the Weigh Scale for weighing in order to obtain the tare weight. The switcher tractor and the empty Transfer Trailer shall proceed to the Facility for loading. Once the empty Transfer Trailer is loaded as set forth herein, the same switcher tractor shall pick up the loaded Transfer Trailer and proceed to the Weigh Scale to obtain Rockland Green Weigh Scale receipt. The Operator shall attach such receipt and the manifest to the outside of such loaded Transfer Trailer inside a weather protected sleeve or envelope affixed to the Transfer Trailer by the Hauling Contractor. The Hauling Contractor shall pick up such Transfer Trailers and deliver the contents to the Designated Disposal Facility. Hauling Contractor Hauling Vehicles returning from the Designated Disposal Site shall deposit an empty Transfer Trailer and hook up only to loaded Transfer Trailers with attached receipt and manifest. The Contractor shall not store loaded Transfer Trailers on the Site for any period greater than 24 hours. Failure to remove a loaded trailer from the Site within 24 hours from the time at which such trailer is loaded with Acceptable Waste, weighed and manifested shall be deemed a nuisance condition pursuant to Section 3.10 (*No Nuisance Covenant*) hereof and shall subject the Hauling Contractor to liquidated damages in accordance with the provisions set forth in Appendix 8.

(D) Spills, Leaks and Losses. In the event of a spill, leak or loss of Acceptable Waste during transit, the Hauling Contractor shall immediately arrange for the clean-up of the material at the Hauling Contractor's sole cost and expense, pay any resulting fines, assessments, penalties or damages resulting therefrom, and indemnify, defend and hold harmless Rockland Green in accordance with the procedures provided in Section 7.3 (*Indemnification*) from all Loss-And-Expense resulting therefrom.

Section 3.4 BOOKS AND RECORDS. The Hauling Contractor shall prepare and maintain proper, accurate and complete books, records and accounts regarding the Contract Services to the extent necessary (1) to verify data with respect to any transaction in which Rockland Green has a financial or other material interest hereunder, (2) to prepare monthly reports in accordance with subsection 3.5 (*Monthly Reports*), (3) to substantiate any payment, including any payment related to an Uncontrollable Circumstance, and (4) to prepare any report required pursuant to Applicable Law. Rockland Green shall have the right to request, upon reasonable notice and demand to the Hauling Contractor, any such books and records to support any Rockland Green litigation, to substantiate an Uncontrollable Circumstance claim from the Hauling Contractor or to substantiate any payment. The Hauling Contractor shall keep the relevant portions of the books, records and accounts maintained with respect to each Contract Year until at least the seventh anniversary of the last day of such Contract Year. The provisions of this subsection shall survive the termination of this Agreement.

Section 3.5 MONTHLY REPORTS. Each Billing Period the Hauling Contractor shall provide Rockland Green with a complete report in the form set forth in Appendix 4 (*Annual Reports, Monthly Reports and Annual Settlement Requirements*), together with all information requested therein. Such reports shall be submitted no later than 10 days after the end of each Billing Period. The Hauling Contractor shall provide annual summaries of the monthly reports set forth in Section 3.6 (*Annual Settlement Statement*) within 60 days after the end of each Contract Year.

Section 3.6 ANNUAL SETTLEMENT STATEMENT. Within 60 days after the end of each Contract Year, the Hauling Contractor shall deliver to Rockland Green an annual settlement statement (the “Annual Settlement Statement”) setting forth (1) the actual aggregate Service Fee payable with respect to such Contract Year and a reconciliation of such amount with the amounts actually paid by Rockland Green pursuant to the Billing Statements with respect to such Contract Year, including, without limitation, all adjustments to the Service Fee made pursuant to this Article, all adjustments made pursuant to subsection 4.1(D) (*All Other Service Fee Adjustments*) and any other amounts payable by Rockland Green or the Hauling Contractor pursuant hereto; (2) Tons leaving the Facility and an explanation of any discrepancies as set forth in the Annual Settlement Statement requirements set forth in Appendix 4 (*Annual Reports, Monthly Reports and Annual Settlement Requirements*); and (3) summaries of the monthly reports as set forth in Section 3.5 (*Monthly Reports*). If any amount is then in dispute, the Annual Settlement Statement shall set forth the Hauling Contractor’s estimate of such amount and a final reconciliation of such amount shall be made in the Billing Statement for the Billing Period immediately following the resolution of such dispute.

Section 3.7 WEIGHING REQUIREMENT, PROCEDURES AND RECORDS.

(A) Hauling Contractor Required to Weigh All Hauling Vehicles. All Hauling Vehicles (inbound and outbound) shall be weighed at the Weigh Scale unless authorized in writing by Rockland Green.

(B) Procedures and Measurement Devices. Rockland Green shall operate and maintain the Weigh Scale to weigh all operating vehicles entering and exiting the Facility. All Hauling Vehicles shall be weighed at the Weigh Scale. Except as otherwise set forth herein, such weigh receipts shall be used to calculate the Service Fee. Each loaded Hauling Vehicle shall be weighed, indicating gross weight, tare weight, date and time and vehicle identification on a weight record. During Weigh Scale shutdowns, the Designated Disposal Facility’s scale receipts may be used to determine the tonnage of Acceptable Waste transported from the Facility.

(C) Weight Records. Rockland Green shall maintain daily records of the number of Tons of materials delivered to and transported from the Facility, indicating, in each case and to the extent practicable, the date and time of arrival or departure of each vehicle transporting such material, with appropriate identification of each vehicle.

Section 3.8 HAZARDOUS WASTE AND REGULATED MEDICAL WASTE. If any Hazardous Waste or Regulated Medical Waste is delivered to the Designated Disposal Facility or any alternate disposal facility, all costs and expenses incurred shall be borne by the Hauling Contractor, unless after an investigation it is determined that such materials were loaded at the Facility, which in such event Rockland Green will reimburse such incurred costs and expenses.

Section 3.9 EXPANSION OR REDUCTION OF SERVICES. During the Term of this Agreement, Rockland Green may request the Hauling Contractor to provide additional services related to the Contract Services to Rockland Green. Rockland Green and the Hauling Contractor shall mutually agree in good faith as to the terms and conditions relating to the Hauling Contractor providing such additional services prior to the commencement of such services. Rockland Green further reserves the right to reduce the scope of Contract Services during the

Term of this Agreement. In the event of such a reduction, Rockland Green shall reduce the Service Fee on a pro rata basis commensurate with the reduction of the Contract Services.

Section 3.10 NO NUISANCE COVENANT. The Hauling Contractor shall ensure that the Hauling Contractor's performance of the Contract Services does not create any impermissible odor, litter, noise, fugitive dust, vector or other adverse environmental effects constituting, with respect to each of the foregoing, a nuisance condition (including a violation of Applicable Law). (As noted in subsection 3.3(C) (*Drop and Hook Procedures*) hereof, the failure of the Contractor to remove a loaded trailer from the Site within 24 hours from the time at which such trailer is loaded with Acceptable Waste shall also constitute a nuisance condition hereunder and shall subject the Contractor to liquidated damages in accordance with the provisions set forth in Appendix 8.) If any such nuisance condition occurs, the Hauling Contractor shall expeditiously remedy such condition, including the modification of any Hauling Contractor operating procedures, as necessary. The Hauling Contractor shall include any nuisance conditions and actions taken in response thereto as part of the monthly report set forth in Section 3.5 (*Monthly Reports*) and Appendix 4 (*Annual Reports, Monthly Reports and Annual Settlement Requirements*).

Section 3.11 COMPLIANCE WITH APPLICABLE LAW. The Hauling Contractor shall perform the Contract Services in accordance with Applicable Law. The Hauling Contractor shall provide Rockland Green (1) immediately upon receipt thereof, a true, correct and complete copy of any written notice of non-compliance with Applicable Law, and true and accurate transcripts of any oral notice of non-compliance with Applicable Law, issued or given by any Governmental Body, and (2) immediate written notice describing the occurrence of any event or the existence of any circumstance which may result in any such non-compliance, or of any Legal Proceeding alleging such non-compliance. Except to the extent excused by Uncontrollable Circumstances or Rockland Green Breach, if the Hauling Contractor fails at any time to comply with Applicable Law with respect to the performance of the Contract Services, the Hauling Contractor, without limiting any other remedy available to Rockland Green upon such an occurrence and notwithstanding any other provision of this Agreement, shall (a) immediately, at its sole cost and expense, correct such failure and resume compliance with Applicable Law; (b) bear all "Loss-and-Expense" of Hauling Contractor and Rockland Green resulting therefrom; (c) pay or reimburse Rockland Green for any resulting damages, fines (including liquidated damages in the amounts set forth in Appendix 8 (*Liquidated Damages*)), assessments, levies, impositions, penalties or other charges; (d) make changes in operating and management practices which are necessary to assure that the failure of compliance with Applicable Law will not recur; and (e) comply with any corrective action plan filed with or mandated by any Governmental Body in order to remedy the Hauling Contractor's failure to comply with Applicable Law.

Section 3.12 COMPLIANCE WITH CONTRACT STANDARDS. The Hauling Contractor shall at all times during the term of this Agreement comply with the Contract Standards, except to the extent excused by any Uncontrollable Circumstances or Rockland Green Breach. If the Hauling Contractor fails to comply with any Contract Standard, the Hauling Contractor shall at its own cost and expense and without relief under any other Contract Standard (1) promptly notify Rockland Green of any such non-compliance, (2) promptly provide Rockland Green with copies of any notices sent to or received from the NYSDEC[, the Pennsylvania DEP, as applicable,] or any other Governmental Body having regulatory jurisdiction with respect to

any violations of Applicable Law, (3) pay any applicable damages provided for herein, and any other resulting damages, fines, levies, assessments, impositions, penalties or other charges resulting therefrom, and (4) take any action necessary in order to comply with such Contract Standard, continue or resume performance hereunder and eliminate the cause of, and avoid or prevent recurrences of non-compliance with such Contract Standard. ***[Bracketed language to be revised following Rockland Green's selection of Option A or Option B prior to the execution of the Agreement.]***

Section 3.13 EMERGENCY SERVICES. To the extent that the Hauling Contractor fails to sufficiently perform the Contract Services for a 24-hour period, Rockland Green may, in addition to any other rights or obligations set forth in Appendix 8 (*Liquidated Damages*) and any other rights or obligations set forth in this Agreement, elect in its sole discretion to perform, or cause to be performed, the Contract Services, or any portion thereof, on an emergency basis. Rockland Green shall be reimbursed by the Hauling Contractor for any costs and expenses incurred by Rockland Green as a result of the Hauling Contractor's failure to sufficiently perform the Contract Services hereunder.

Section 3.14 PILOT PROGRAMS.

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

(B) Rockland Green Initiatives. Rockland Green reserves the right to develop and implement pilot programs to test new developments in the collection, materials processing, use of Alternatively Derived Fuels, or solid waste management. In the event Rockland Green develops or seeks to implement a pilot program related to the Contract Services as contemplated hereunder, subject to the mutual agreement of the parties, the Hauling Contractor will assist Rockland Green in the development, implementation and utilization of any such program and will comply with the requirements thereof.

(C) Rockland Green Pilot Program Initiative. In the event Rockland Green elects to implement a pilot program to test new developments in collection, materials processing or solid waste management or to implement an evaluation of its programs, the Hauling Contractor shall enter into good faith negotiations with Rockland Green to determine procedures, equipment, and costs (if any) required to implement such pilot program(s). The Hauling Contractor shall participate in such pilot programs and shall assist Rockland Green in the development, implementation and utilization of such programs and shall comply with the requirements thereof.

**ARTICLE IV.
SERVICE FEE AND BILLING STATEMENT**

Section 4.1 SERVICE FEE.

(A) Formula. Commencing with the first Billing Period after the Commencement Date and for each Billing Period thereafter, Rockland Green shall pay the Hauling Contractor the Service Fee for the performance of the Contract Services according to the following formula:

$$\text{SF} = \text{HF} - \text{AOC} \pm \text{OFA}$$

Where

SF	=	Service Fee
HF	=	Hauling Fee
AOC	=	Authority Off-Sets Credit
OFA	=	All Other Service Fee Adjustments

Each component of the Service Fee shall be computed in accordance with this Article and may be adjusted from time to time as provided in this Agreement. Although calculated by components, the Service Fee shall be considered to be a single fee. Rockland Green shall pay the Hauling Contractor the Service Fee with respect to each Billing Period, including those Billing Periods during which an Uncontrollable Circumstance has occurred or is occurring.

(B) Hauling Fee. The Hauling Fee shall be the compensation paid to the Hauling Contractor by Rockland Green for the performance of the Contract Services. During the Term of this Agreement, the Hauling Fee for any Billing Period shall be the applicable dollar per Ton amount as set forth in Appendix 7 (*Service Fee*) times the number of Tons of Acceptable Waste transported from the Facility (outbound Tonnages) to the Designated Disposal Facility(ies) for disposal.

(C) Authority Off-Sets Credit. Rockland Green Off-Sets Credit shall be an amount equal to the cost to Rockland Green of performing any Contract Services in the event of a failure by the Hauling Contractor to timely perform its obligations set forth herein.

(D) All Other Service Fee Adjustments. The “All Other Service Fee Adjustments” shall be the amount of any other adjustments to the Service Fee required by this Agreement.

Section 4.2 BILLING STATEMENTS AND PAYMENT. For each Billing Period the Hauling Contractor shall render a statement (a “Billing Statement”) to Rockland Green within 15 days of the end of the previous Billing Period, which shall set forth each component of the Service Fee. Each Billing Statement shall also include, for such Billing Period, (1) all other amounts payable by Rockland Green to the Hauling Contractor hereunder, (2) all amounts payable by the Hauling Contractor to Rockland Green hereunder, and (3) with respect to items (1) and (2) above the balance due to or from Rockland Green (the “Other Payments Balance”). The Hauling Contractor shall provide all information required pursuant to Section 3.5 (*Monthly Reports*) with each Billing Statement. Any Other Payments Balance due to Rockland Green by the Hauling Contractor shall be paid to Rockland Green within 15 days of receipt of the Billing

Statement showing such balance due. Rockland Green shall pay the Service Fee (including any Other Payments Balance) due to the Contractor within thirty (30) days of receipt of the Billing Statement showing such balance due.

Section 4.3 OTHER MONIES OWED TO ROCKLAND GREEN. To the extent the Hauling Contractor, or an Affiliate or subsidiary of the Hauling Contractor, owes Rockland Green monies pursuant to contractual arrangements outside of this Agreement or for services provided by Rockland Green outside of this Agreement, Rockland Green may deduct such amount(s) from monies due to the Hauling Contractor under this Agreement. Additionally, Rockland Green shall have the right, in its sole discretion, to require the Hauling 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 Hauling Contractor, a subsidiary of the Hauling Contractor, an Affiliate of the Hauling Contractor or a Related Party other than this Agreement, 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 Agreement.

Section 4.4 HAULING CONTRACTOR'S FAILURE TO TIMELY SUBMIT BILLING STATEMENT. To the extent the Hauling Contractor fails to submit the monthly Billing Statement to Rockland Green within 30 days following the month for which the invoice is being filed, the Hauling Contractor relinquishes its right to payment for the services provided during the month for which the Contractor failed to provide the monthly Billing Statement.

Section 4.5 FUEL REPLENISHMENT PROGRAM. During the Term of the Agreement, Rockland Green shall purchase and provide diesel fuel to the Hauling Contractor for Hauling Vehicles hauling Acceptable Waste from the Facility to a Designated Disposal Facility, or such other Disposal Facility as determined by Rockland Green. Such diesel fuel shall be provided to the Hauling Contractor in accordance with Applicable Law and subject to the fuel limitations set forth herein and in Appendix 1 (*Fuel Replenishment*) of this Agreement. The fuel shall be provided at the fueling station located at the Facility unless directed otherwise by Rockland Green. The parties acknowledge and agree that: (1) the provision of diesel fuel hereunder is solely for the benefit of Rockland Green; (2) Rockland Green is the purchaser of record of such diesel fuel; (3) the Hauling Contractor is not authorized to purchase diesel fuel on behalf of Rockland Green; and (4) the Hauling Contractor shall not exceed its fuel allotment set forth in Appendix 1 (*Fuel Replenishment*) of this Agreement. In the event Rockland Green exercises its right to implement or develop a program which utilizes Alternatively Derived Fuel as set forth in Section 3.14 (*Pilot Programs*), such as compressed natural gas, Rockland Green will make such fuel available to the Hauling Contractor for use in the performance of the Contract Services. The Hauling Contractor hereby affirmatively agrees and certifies: (i) that the fuel provided by Rockland Green will be used solely for the performance of the Contract Services, and (ii) that any supplementary fuel tank must be connected directly to the original fuel-dispensing unit of the vehicle.

ARTICLE V.
BREACH, EVENTS OF DEFAULT AND TERMINATION

Section 5.1 REMEDIES FOR BREACH. The parties agree that, except as otherwise provided in Sections 5.2 (*Events of Default by the Hauling Contractor*) and 5.3 (*Events of Default by Rockland Green*) with respect to termination rights, in the event that either party breaches this Agreement, the other party may exercise any legal rights it has under this Agreement 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. Neither party shall have the right to terminate this Agreement for cause except upon the occurrence of an Event of Default as set forth in this Article or as otherwise set forth in Sections 9.6 (*Assignment and Transfer*) and 9.7 (*Change in Ownership of Contractor or Parent Company*). However, in no event shall Rockland Green or the Hauling Contractor be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under the Hauling Service Agreement, or the material inaccuracy of any representation made in such Hauling Service Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

Section 5.2 EVENTS OF DEFAULT BY THE HAULING CONTRACTOR.

(A) Events of Default Not Requiring Notice or Cure Opportunity for Termination. Each of the following shall constitute an Event of Default on the part of the Hauling Contractor for which Rockland Green may terminate without any requirement of notice or cure opportunity.

(1) Failure to Perform the Contract Services. The failure of the Hauling Contractor, for a 24-hour period, to provide the Contract Services, including providing and maintaining sufficient labor and equipment, and number of vehicles to perform the Hauling Services unless such failure or refusal is excused by an Uncontrollable Circumstances or Rockland Green Breach;

(2) Failure to Commence Performing the Contract Services on the Hauling Service Commencement Date. The failure of the Hauling Contractor achieve the conditions precedent required for the performance of the Hauling Services and to commence performing the Hauling Services on the Hauling Service Commencement Date;

(3) Voluntary Bankruptcy. The written admission by the Hauling Contractor that it is bankrupt, or the filing by the Hauling Contractor of a voluntary petition under the Federal Bankruptcy Code, or the consent by the Hauling Contractor to the appointment by a court of a receiver or trustee for all or a substantial portion of its property or business, or the making by the Hauling Contractor of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary, regardless of how designated, of all or a substantial portion of the Hauling Contractor's property or business;

(4) Involuntary Bankruptcy. The final adjudication of the Hauling Contractor as bankrupt after the filing of an involuntary petition under the Bankruptcy Act, but no such adjudication shall be regarded as final unless and until the same is no longer being contested by the Hauling Contractor nor until the order of the adjudication shall be regarded as final unless and until the same is no longer being contested by the Hauling Contractor nor until the order of the adjudication is no longer subject to appeal;

(5) Subcontractors. The use of a Subcontractor for the performance of Hauling Services without obtaining the prior approval of Rockland Green in accordance with Section 8.1 hereof, or the continued use of a Subcontractor for the performance of the Hauling Services following Rockland Green's request that such Subcontractor be terminated;

(6) Assignment or Change in Ownership. The unauthorized assignment of the Hauling Services Agreement or any funds due therefrom; The failure of the Hauling Contractor to comply with the provisions set forth in this Agreement regarding a change in ownership of the Hauling Contractor;

(7) Failure to Comply with Applicable Law or Loss of Legal Entitlement. The failure of the Hauling Contractor to comply with Applicable Law, including obtaining the necessary DOH and DOT permits, or the loss of a Legal Entitlement required for the performance of the Hauling Contractor's obligations under this Agreement;

(8) Failure to Report. The failure of the Hauling Contractor to provide the DOT vehicle profile in its monthly report; or the failure of the Hauling Contractor to notify Rockland Green of any DOT violations within 24-hours of its notice thereof;

(9) Failure to Maintain the Performance Bond or the Contractor Required Insurance. The failure of the Hauling Contractor to obtain and maintain the Performance Bond or the Contractor Required Insurance in accordance with Sections 7.1 and 7.4. respectively; and

(10) Default of the Guarantor. The failure of the Guarantor to make any payment or perform any other obligation under the Guaranty Agreement in a timely manner, or the failure of the Guarantor to comply with the terms and conditions thereof.

(B) Events of Default Requiring Notice or Cure Opportunity for Termination. The following shall constitute an Event of Default on the part of the Hauling Contractor for which Rockland Green may terminate this Agreement pursuant to the notice and cure requirements set forth in subsection (C) of this Section:

(1) failure or refusal by the Hauling Contractor to comply with this Agreement or any material obligation herein (other than those obligations contained in subsection 5.2(A) (*Events of Default Not Requiring Notice or Cure Opportunity for Termination*) above) or to comply with any requirements of Rockland Green; or

(2) failure of the Hauling Contractor to pay or credit undisputed amounts owed to Rockland Green under this Agreement within 30 days following the due date for such payment or credit.

(C) Notice and Cure Provisions. Rockland Green shall have the right to terminate the Hauling Contractor for an event of default set forth in (B) above if:

(1) Rockland Green has given prior written notice to the Hauling Contractor stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Hauling Contractor and which will, in its opinion, give Rockland Green a right to terminate this Agreement for cause under this Section unless such default is corrected within a reasonable period of time; and

(2) The Hauling Contractor has neither challenged in an appropriate forum Rockland Green's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such default within a reasonable period of time, but not more than 30 days, from receipt of the notice given pursuant to clause (a) of this subsection (but if the Hauling Contractor shall have 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 the Hauling Contractor or the Guarantor is continuing to take such steps to correct such default).

(D) Enforcement Costs. The Hauling Contractor agrees to pay Rockland Green all Fees-And-Costs incurred by or on behalf of Rockland Green in enforcing payment or performance of the Hauling Contractor's obligations hereunder if such non-performance results in an Event of Default by the Hauling Contractor. It is specifically understood that upon the occurrence of an Event of Default by the Hauling Contractor, Rockland Green shall have the right to terminate this Agreement and to receive damages as and to the extent provided in this Article.

Section 5.3 EVENTS OF DEFAULT BY ROCKLAND GREEN. Each of the following shall constitute an Event of Default on the part of Rockland Green for which the Hauling Contractor may terminate this Agreement pursuant to the notice and cure opportunity requirements set forth in (B) below.

(A) Events of Default for which Hauling Contractor May Terminate. The failure or refusal by Rockland Green to make payments of any undisputed amounts owed by Rockland Green to the Hauling Contractor pursuant to Section 4.2 (*Billing Statements and Payment*) unless such failure or refusal is excused by an Uncontrollable Circumstance or Hauling Contractor Breach.

(B) Notice and Cure Provisions. No event of default set forth in (A) above shall constitute an Event of Default for which the Hauling Contractor may terminate this Agreement unless:

(1) the Hauling 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 Agreement on the part of Rockland Green, and

(2) Rockland Green has neither challenged in an appropriate forum the Hauling Contractor's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement 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.

(C) No Other Authority 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 Hauling Contractor may terminate this Agreement.

Section 5.4 PROCEDURE FOR TERMINATION FOR CAUSE.

(A) Termination of the Hauling Contractor. If Rockland Green has the right to terminate in accordance with this Article, the same may be exercised by notice of termination given to the Hauling Contractor at least 30 days prior to (or, in the case of a bankruptcy default, a default for failure to a renew security instrument or a default for failure to perform the Contract Services for a 24-hour period, simultaneously with) the date of termination specified in such notice.

(B) Termination of Rockland Green. If the Hauling Contractor has the right to terminate in accordance with this Article, the same may be exercised by notice of termination given to Rockland Green at least 60 days prior to the date of termination specified in such notice.

Section 5.5 CERTAIN OBLIGATIONS OF THE HAULING CONTRACTOR UPON TERMINATION.

(A) Obligations on Default Termination. Upon a termination of the Hauling Contractor's right to perform this Agreement in accordance with this Article or at the end of the term of this Agreement, the Hauling Contractor at its cost and expense shall:

(1) stop the Contract Services on the date and to the extent specified by Rockland Green;

(2) promptly take all action as necessary to protect and preserve all materials, equipment, tools, facilities and other property;

(3) promptly remove from the Facility Site all Hauling Vehicles and repair any damage caused by such removal;

(4) promptly deliver to Rockland Green copies of all Subcontracts;

(5) unless Rockland Green directs otherwise, terminate all Subcontracts and make no additional agreements with Subcontractors and promptly advise Rockland Green of any special circumstances which might limit or prohibit cancellation of any Subcontract;

(6) provide technical and operational support to Rockland Green;

(7) promptly notify Rockland Green in writing of any Legal Proceedings against the Hauling Contractor by any Subcontractor relating to the termination of the Contract Services (or any Subcontracts);

(8) give written notice of termination, effective as of the date of termination of this Agreement, promptly under each policy of Contractor Required Insurance (with a copy of each such notice to Rockland Green), but permit Rockland Green to continue such policies thereafter at its own expense, if possible; and

(9) take such other actions, and execute such other documents, as may be necessary to effectuate and confirm the foregoing matters, or as may be otherwise necessary or desirable to minimize Rockland Green's costs, and take no action which will increase any amount payable by Rockland Green under this Agreement.

(B) Hauling Contractor Payment of Certain Costs. If termination is due to a Hauling Contractor event of default pursuant to Section 5.2 (*Events of Default by the Hauling Contractor*) and the Hauling Contractor fails to comply with any obligation under this Section, Rockland Green may, with reasonable notice to the Hauling Contractor, perform such obligation and the Hauling Contractor shall pay the excess cost upon demand, notwithstanding that any other person may have defaulted in taking similar action or occupied the same areas or otherwise had any responsibility for the condition involved.

Section 5.6 TERMINATION FOR CONVENIENCE. Rockland Green shall have the right at any time during the Term to terminate this Agreement for Rockland Green's convenience and without cause upon sixty (60) days' prior notice to the Hauling Contractor. In the event this Agreement is terminated by Rockland Green for convenience pursuant to this provision, the Hauling Contractor shall only be entitled to payment of amounts owed to the Hauling Contractor for the services performed up until the date of such termination, and such amounts shall constitute the Hauling Contractor's sole and exclusive remedy for such termination for convenience.

Section 5.7 NO WAIVERS. No action of Rockland Green or Hauling Contractor pursuant to this Agreement (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 Agreement. No course of dealing or delay by Rockland Green or Hauling Contractor in exercising any right, power or remedy under this Agreement 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 Rockland Green or Hauling Contractor under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 5.8 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other, except with respect to indemnification of Loss-And-Expenses arising from third party claims for which one party is obligated to indemnify the other pursuant to the provisions of this Agreement, any special, incidental, consequential, punitive or similar damages (but not actual or direct damages)

based upon claims arising out of or in connection with the performance or nonperformance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

**ARTICLE VI.
TERM OF THE AGREEMENT**

Section 6.1 TERM OF AGREEMENT. This Agreement shall become effective on the Contract Date, and shall continue until the five year and six-month anniversary of the Commencement Date (the “Initial Term”), unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination. The Agreement may be renewed by Rockland Green for up to five (5) additional one-year renewal terms (each a “Renewal Term”). Each Renewal Term shall be on the same terms and conditions as the preceding term, for the pricing set forth in Section II of Appendix 7 (*Service Fee*). Rockland Green shall exercise its right to renew this Agreement by providing written notice to the Hauling Contractor of its intent to renew the Agreement at least 60 days preceding the last day of the then current Term. (The Initial Term and any and all Renewal Terms shall constitute the “Term” of this Agreement.) All rights and liabilities of the parties hereto shall commence on the Contract Date, subject to the terms and conditions hereof.

**ARTICLE VII.
SECURITY FOR PERFORMANCE**

Section 7.1 PERFORMANCE BOND. The Contractor shall provide and maintain a performance bond as security for providing the Contract Services. The cost and expense of obtaining and maintaining the performance bond shall be included in the Hauling Fee.

(A) Performance Bond. The Contractor shall provide on the Contract Date, financial security for the performance of its obligations and prompt payment of moneys that are due to all persons furnishing labor and materials hereunder through the Performance Bond, substantially in the form set forth in Transaction Agreement Form A and agreed to by Rockland Green, issued by a surety contractor: (1) approved by Rockland Green and 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 of New York [and the Commonwealth of Pennsylvania]. The Performance Bond shall be issued in the name of the Hauling Contractor and Rockland Green (as a dual obligee), in the amount equal to six (6) months of the then current annual Service Fee. A copy of the Performance Bond shall be kept by Rockland Green and shall be open to public inspection. The cost and expense of obtaining and maintaining the performance bond required under this Article as security for the performance of the Contractor’s obligations hereunder shall be included in the Hauling Fee component of the Service Fee.

(B) Monitoring of Sureties. The Hauling Contractor shall be responsible throughout the Term of this Agreement for monitoring the financial condition of any surety company issuing bonds under this Agreement. In the event the rating of any issuing surety company falls below such minimum level, the Hauling Contractor shall promptly notify Rockland Green of such event and shall promptly furnish or arrange for the furnishing of a substitute or an additional bond of a surety company whose rating and other qualifications satisfy all above requirements, unless Rockland Green agrees to accept the surety company or agrees to an alternative method of assurance.

Section 7.2 GUARANTY.

(A) Guaranty Agreement. The Hauling Contractor shall cause the Guaranty Agreement to be provided and maintained by the Guarantor during the Term hereof in the form attached hereto as a Transaction Form.

(B) Material Adverse Change to the Financial Condition of the Guarantor. For purposes of this Section, a “Material Adverse Change” shall mean any change to the financial condition of the Guarantor that actually has, or is reasonably likely to have, a significant adverse effect on the Guarantor’s ability to perform its obligations under the Guaranty Agreement, and shall be deemed to include a 20% year-over-year decline in the Guarantor’s net worth. For purposes of this Section, “net worth” shall mean stockholder or shareholder equity, as reported on the Guarantor's balance sheet. Notwithstanding any of the foregoing, no Material Adverse

Change to the financial condition of the Guarantor shall be deemed to have occurred under this Section to the extent that the Hauling Contractor or the Guarantor, at its sole cost and expense, is able to obtain and maintain either a shadow or actual investment grade credit rating for the Guarantor on its senior debt from one or more of the Rating Services. For purposes of this subsection “investment grade” means a rating of at least BBB- from S&P or Fitch and a rating of at least Baa3 from Moody’s. The Hauling Contractor shall immediately notify Rockland Green of any Material Adverse Change to the financial condition of the Guarantor.

(C) Credit Enhancement. If at any time during the Term of this Agreement, a Material Adverse Change in the Guarantor’s financial condition occurs, the Contractor shall notify Rockland Green of such Material Adverse Change not later than ten (10) days following the occurrence of such Material Adverse Change, and, at its sole cost and expense and subject to subsection (D) of this Section, cause to be provided credit enhancement of its obligations hereunder within 40 days of such occurrence. Such credit enhancement shall be in the form of either (1) an unconditional guarantee of all of the Hauling Contractor’s obligations hereunder provided by a corporation or financial institution meeting the minimum financial requirements set forth in in Item (1) of subsection (B) of this Section and otherwise acceptable to Rockland Green, or (2) subject to the approval of Rockland Green in its sole and absolute discretion, a substitute instrument providing security for the performance of the Hauling Contractor’s obligations hereunder in a form acceptable to Rockland Green, (which may include a letter of credit on terms and conditions acceptable to Rockland Green in its sole and absolute discretion). In the event that the Hauling Contractor provides credit enhancement in the form of a replacement guarantor pursuant to Item (1) of this subsection, the replacement guarantor shall become the Guarantor for purposes of this Agreement and the provisions of this Section shall apply equally to such replacement Guarantor. Rockland Green shall have the right but not the obligation, exercisable in its sole discretion to waive, modify, alter or replace the foregoing requirement from time to time as and to the extent Rockland Green deems necessary to protect the public interest and secure the performance by the Hauling Contractor of its obligations hereunder and by the Guarantor of its obligations under the Guaranty Agreement in light of the nature, extent and potential duration of the Material Adverse Change.

(D) Guarantor Financial Reports. The Hauling Contractor shall furnish Rockland Green, within 120 days after the end of the Guarantor’s fiscal year electronic copies of (and paper copies when requested in writing by Rockland Green) consolidated balance sheets and an income statement for the Guarantor attached to the audited year-end financial statements for that fiscal year reported upon by the Guarantor’s independent public accountant. The Hauling Contractor shall also furnish Rockland Green with electronic copies (and paper copies when requested in writing by Rockland Green) of the unaudited quarterly financial statements of the Guarantor within 30 days after the end of each quarter accompanied by a letter from a financial officer of the Guarantor stating the percentage of its total capitalization which represents equity, and the current amount of equity reflected in the quarterly statement. If applicable, the Hauling Contractor shall also furnish Rockland Green with electronic copies (and paper copies when requested in writing by Rockland Green) of the quarterly and annual reports and other public filings of the Guarantor filed with the Securities and Exchange Commission or comparable foreign regulatory body, unless the Guarantor is exempt from such filing requirements.

Section 7.3 INDEMNIFICATION. The Hauling Contractor agrees that it will protect, indemnify and hold harmless Rockland Green, and its representatives, officers, employees and subcontractors (as applicable in the circumstances) (the “Rockland Green Indemnified Parties”), from and against (and pay the full amount of) all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys’ fees (collectively, “Loss-And-Expense”), and will defend the Rockland Green Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property (including claims by adjoining property owners, whether based on inverse condemnation or some other legal theory, for diminishment of property value through any environmental conditions) arising out of (1) the negligence of the Hauling Contractor or any of its officers, members, employees, agents, representatives or Subcontractors in connection with its obligations or rights under this Agreement, (2) the performance of the Contract Services by or under the direction of the Hauling Contractor, whether during the Term of this Hauling Service Agreement or after the expiration or termination of this Agreement, (3) any Hauling Contractor Breach, or (4) the performance or non-performance of the Hauling Contractor’s obligations under this Hauling Service Agreement. The Hauling Contractor shall not, however, be required to reimburse or indemnify any Rockland Green Indemnified Party for any Loss-And-Expense to the extent any such Loss-And-Expense is due to (a) any Rockland Green Breach, (b) the negligence or other wrongful conduct of any Rockland Green Indemnified Party, (c) any Uncontrollable Circumstance, (d) any act or omission of any Rockland Green Indemnified Party judicially determined to be responsible for or contributing to the Loss-And-Expense, or (e) any matter for which the risk has been specifically allocated to Rockland Green hereunder. A Rockland Green Indemnified Party shall promptly notify the Hauling Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Hauling Contractor the opportunity to defend such claim, and shall not settle the claim without the approval of the Hauling Contractor. These indemnification provisions are for the protection of the Rockland Green Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this Section shall survive termination of this Agreement.

Section 7.4 CONTRACTOR REQUIRED INSURANCE. As of the Contract Date and continuing throughout the remainder of the Term of this Agreement, the Hauling Contractor shall obtain and maintain, the Contractor Required Insurance as specified in Appendix 3 (Contractor Required Insurance), shall pay all deductibles relating thereto, and shall comply with all applicable Insurance Requirements. Insurance coverage required pursuant to this Section shall be maintained with generally recognized financially responsible insurers reasonably acceptable to Rockland Green and qualified and licensed to insure risks in the State. The cost of the Hauling Contractor Required Insurance, including all deductible amounts, shall be paid by the Hauling Contractor and shall not be subject to reimbursement by Rockland Green.

Section 7.5 UNCONTROLLABLE CIRCUMSTANCES.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither Rockland Green nor the Hauling Contractor shall be liable to the other for any failure or delay in performance of any obligation under this Agreement if such failure is solely due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The party experiencing an Uncontrollable Circumstance shall notify the other party in accordance with the provisions set forth in Section 9.13 (*Notices*), on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within 15 days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began, its estimated duration, the estimated time during which the performance of such party's obligations hereunder will be delayed, and the impact, if any, on the Contract Date, (3) the estimated amount, if any, by which the Service Fee may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such party under this Agreement, and (5) potential mitigating actions which might be taken by the Hauling Contractor or Authority and any areas where costs might be reduced and the approximate amount of such cost reductions. Each party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use all reasonable efforts to eliminate the cause therefore, reduce costs and resume performance under this Agreement. While the delay continues, the Hauling Contractor or Authority shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted. The affected party shall furnish promptly (if and to the extent available) any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other party.

(C) Conditions to Service Fee and Schedule Relief. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost of the Hauling Contractor's performance of the Contract Services, and the Hauling Contractor has given timely notice as required by subsection (B) of this Section, the Hauling Contractor shall be entitled to an increase in the Service Fee or an extension of any schedule for performance equal to the amount of the increased cost or the time lost as a result thereof. In the event that the Hauling Contractor is entitled to any Service Fee or schedule relief on account of any Uncontrollable Circumstance, the Hauling Contractor shall furnish Rockland Green written notice of the specific relief requested and detailing the event giving rise to the claim within 30 days after the giving of notice delivered pursuant to subsection (B) of this Section. Within 30 days after receipt of such a timely submission from the Hauling Contractor, Rockland Green shall issue a written concurrence or denial of the Hauling Contractor's claim for Service Fee or schedule relief, and the reasons therefor.

(D) Acceptance of Relief Constitutes Release. The Hauling Contractor's acceptance of any Service Fee or schedule relief under this Section shall be construed as a release of Rockland Green by the Hauling Contractor (and all persons claiming by, through, or under the Hauling Contractor) for any and all Loss-And-Expense resulting from, or otherwise attributable to, the event giving rise to the relief claimed.

**ARTICLE VIII.
SUBCONTRACTORS**

Section 8.1 ROCKLAND GREEN APPROVAL OF SUBCONTRACTORS.

(A) Subcontractor Approval. Prior to engaging a Subcontractor to perform any portion of the Hauling Services, the Hauling Contractor shall obtain Rockland Green's written approval. Accordingly, the Hauling Contractor shall, unless waived by Rockland Green, supply Rockland Green with the information detailed below for each proposed Subcontractor proposed by the Hauling Contractor perform a portion of the Hauling Services on behalf of the Hauling Contractor. The Hauling Contractor shall furnish Rockland Green written notice of its intention to engage any Subcontractor, together with, as applicable, proposals or bids from such Subcontractors, together with all information requested by Rockland Green pertaining to the demonstrated responsibility of the proposed Subcontractor in the following areas and as set forth in Appendix 10, including but not limited to: (1) any conflicts of interest, (2) any record of felony criminal convictions or pending felony criminal investigations, (3) any final judicial or administrative finding or adjudication of illegal employment discrimination, (4) any unpaid federal, state or local taxes, and (5) any final judicial or administrative finding or adjudication of non-performance in contracts with Rockland Green, the County or the State. The approval or withholding thereof by Rockland Green of any proposed Subcontractor shall be at the sole discretion of Rockland Green and shall not create any liability of Rockland Green to the Hauling Contractor, to third parties or otherwise. In no event shall any Subcontract be awarded to any person debarred, suspended or disqualified from State or County contracting for any services within the scope of the Contract Services. Rockland Green's approval of any Subcontractor to perform Hauling Services shall be conditioned upon such Subcontractor's agreement, in writing, to comply with the terms and conditions of Rockland Green's Fuel Replenishment Program. The failure of any approved Subcontractor to comply with the requirements herein shall result in the immediate revocation of Rockland Green approval.

(B) Hauling Contractor Obligations. In the event that the Hauling Contractor engages any Subcontractor to perform the Contract Services, such Subcontractor shall have the obligation to comply with all covenants and agreements of the Hauling Contractor set forth herein, including the Fuel Replenishment Program. The Hauling Contractor hereby agrees that the Hauling Contractor shall be responsible for the performance or failure to perform of such Subcontractor as if the Hauling Contractor was performing the services itself.

(C) Subcontract Terms and Subcontractor Actions. The Hauling Contractor shall retain full responsibility to Rockland Green under the terms of this Agreement for all matters related to the Contract Services notwithstanding the execution or terms and conditions of any Subcontract. No failure of any Subcontractor used by the Hauling Contractor in connection with the provision of the Contract Services shall relieve the Hauling Contractor from its obligations hereunder to perform the Contract Services. The Hauling Contractor shall be responsible for settling and resolving with all Subcontractors all claims arising out of delay, disruption, interference, hindrance, or schedule extension caused by the Hauling Contractor or inflicted on the Hauling Contractor or a Subcontractor by the actions of another Subcontractor.

(D) Indemnity for Subcontractor Claims. The Hauling Contractor shall pay or cause to be paid to all direct Subcontractors all amounts due in accordance with their respective materials

or equipment furnished for the Contract Services. The Hauling Contractor acknowledges that its indemnity obligations under Section 7.3 shall extend to all claims for payment or damages by any Subcontractor who furnishes or claims to have furnished any labor, services, materials or equipment in connection with the Contract Services.

(E) Rockland Green Right Assume Contractor's Existing Contractual Obligations. Rockland Green shall have the right, but not the obligation, to assume any Subcontract or contractual arrangement between the Hauling Contractor and a third party related to the Hauling Services, without cost or penalty.

Section 8.2 HAULING CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTOR. In the event that the Hauling Contractor engages any Subcontractor to perform any portion of the Contract Services, such Subcontractor shall have the obligation to comply with all covenants and agreements of the Hauling Contractor set forth herein. The Hauling Contractor hereby agrees that the Hauling Contractor shall be responsible for the performance or failure to perform of such Subcontractor as if the Hauling Contractor was performing the services. The Hauling Contractor further agrees that Rockland Green shall not be responsible for any taxes, fees and penalties assessed against any such Subcontractor.

**ARTICLE IX.
MISCELLANEOUS**

Section 9.1 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility with respect to services provided or contractual obligations assumed by the other party hereto, and nothing in this Agreement shall be deemed to constitute either party a partner, joint venture, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

Section 9.2 REPAIR OF ROCKLAND GREEN, COUNTY AND PRIVATE PROPERTY. The Hauling Contractor shall promptly repair or replace all Rockland Green, County and all private property damaged by the Hauling Contractor or any officer, director, employee, representative or agent of the Hauling Contractor (including any Subsidiary) in connection with the performance of, or the failure to perform, the Contract Services. The repair and replacements shall restore the damaged property, to the maximum extent reasonably practicable, to its character and condition existing immediately prior to the damage.

Section 9.3 NO DISCRIMINATION. The Hauling Contractor shall not discriminate or 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 Hauling 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 Hauling Contractor shall impose the non-discrimination provisions of this Section of the Agreement 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 Hauling Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Hauling Contractor shall comply with Rockland Green's Affirmative Action Program.

The Hauling Contractor shall have in place sexual harassment policies that are compliant with the New York Human Rights Law ("NYHRL"), and shall provide annual training to all of their employees in accordance with the NYHRL.

Section 9.4 ACTIONS OF ROCKLAND GREEN IN ITS GOVERNMENTAL CAPACITY. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of Rockland Green in its governmental or regulatory capacity, or as limiting the right of the Hauling Contractor to bring any legal action against Rockland Green, not based on this Agreement, arising out of any act or omission of Rockland Green in its governmental or regulatory capacity.

Section 9.5 ROCKLAND GREEN CORRECTIVE ACTION. Rockland Green shall have the right, but not the obligation, to perform any obligation of the Hauling Contractor that the Hauling Contractor fails to immediately perform after receipt of reasonable notice by Rockland Green; provided however, that to the extent such failure results in the failure of the Operator to

remove all Acceptable Waste from the tipping floor by the end of the day in violation of the Facility permit, Rockland Green shall have the right, but not the obligation, to remove, or cause to be removed, such Acceptable Waste without providing notice to the Hauling Contractor. If Rockland Green exercises any of these rights, it shall be entitled to recover from the Hauling Contractor all additional costs and expenses related to the performance of such corrective action.

Section 9.6 ASSIGNMENT AND TRANSFER. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement, or of its right, title, or interest therein, or assign all or any of the portion of money that may be due or become due under the terms hereof, or its power to execute the Agreement, to any other person or corporation 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 Agreement without prior notice and without a cure period, and in the event of a termination pursuant to this provision the Contractor shall forfeit all monies earned hereunder. This Agreement may only be assigned by either party hereto with the prior written consent of the other party, except that Rockland Green may make such 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 without the consent of the Hauling Contractor.

Section 9.7 CHANGE IN OWNERSHIP OF CONTRACTOR OR PARENT COMPANY. The Contractor shall provide Rockland Green with sixty (60) days' prior written notice of any change of any nature in the ownership or ownership structure of the Contractor, including any transfers of shares of stock or units of ownership in the Contractor, and any changes in the ownership or structure of ownership of a parent company of the Contractor, an Affiliate or a subsidiary company of the Contractor. 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. Along with such notices, upon request of Rockland Green the Contractor shall provide any supporting information related to such change in ownership, ownership structure or change in the officers, principals or directors of the Contractor. Rockland Green shall have the right at any time within sixty (60) days following Rockland Green's receipt of such supporting information to terminate this Agreement upon 30 days' notice to the Contractor. If the Contractor violates this Section, Rockland Green shall have the right in its sole discretion to terminate this Agreement without prior notice and without a cure period, and in the event of a termination pursuant to this provision the Contractor shall forfeit all monies earned hereunder.

Section 9.8 ADMINISTRATIVE COMMUNICATIONS. The Parties recognize that a variety of contract administrative matters will routinely arise throughout the Term of this Hauling Service Agreement. These matters will by their nature involve requests, notices, questions, assertions, responses, objections, reports, claims, and other communications made personally, in meetings by phone, by mail and by electronic and computer communications. The purpose of this Section is to set forth a process by which the resolution of the matters at issue in such communications, once resolution is reached, can be formally reflected in the common records of the Parties so as to permit the orderly and effective administration of this Hauling Service Agreement.

(A) Contract Administration Memoranda. The principal formal tool for the administration of matters arising under this Hauling Service Agreement between the Parties shall be a “Contract Administration Memorandum” or “CAM”. A Contract Administration Memorandum shall be prepared, once all preliminary communications have been concluded, to evidence the resolution reached by Rockland Green and the Hauling Contractor as to matters of interpretation and application arising during the course of the performance of their obligations hereunder. Such matters may include, for example: (1) claims for an increase or decrease of the Service Fee or other demands for compensation or performance based on any provision of this Hauling Service Agreement; (2) issues as to the meaning, interpretation, application or calculation to be made under any provision hereof; (3) notices, waivers, releases, satisfactions, confirmations, further assurances and approvals given hereunder; and (4) other similar contract administration matters.

(B) Procedures. Either Party may request the execution of a Contract Administration Memorandum. When resolution of the matter is reached, a Contract Administration Memorandum shall be prepared by or at the direction of Rockland Green reflecting the resolution. The Contract Administration Memorandum shall be numbered, dated, signed by the authorized representatives of each Party, and co-signed by the Hauling Contractor and the Guarantor and by Rockland Green. Rockland Green and the Hauling Contractor each shall maintain a parallel, identical file of all Contract Administration Memoranda, separate and distinct from all other documents relating to the administration and performance of this Hauling Service Agreement.

(C) Effect. Executed Contract Administration Memoranda shall serve to guide the ongoing interpretation and performance of this Hauling Service Agreement. Any material change, alteration, revision or modification of this Hauling Service Agreement, however, shall be effectuated only through a formal Hauling Service Agreement amendment authorized, approved or ratified by resolution of Rockland Green and properly authorized by the Hauling Contractor.

Section 9.9 AMENDMENTS. No modification or amendment of the terms hereof shall be effective or binding upon Rockland Green unless written and signed by the authorized representatives of Rockland Green and the Hauling Contractor. A signed original is to be fastened to the original Agreement with signed copies retained by both parties.

Section 9.10 APPLICABLE LAW, FORUM FOR DISPUTE RESOLUTION AND WAIVER OF JURY TRIAL. All legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be governed solely by the laws of the State of New York and shall be solely and exclusively initiated and maintained in the New York State Supreme Court located in Rockland County and in all such actions the parties shall have waived their rights to a trial by jury.

Section 9.11 FURTHER ASSURANCES. Each party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

Section 9.12 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 9.6 (*Assignment and Transfer*).

Section 9.13 NOTICES.

Operating Notices. Any notice or communications hereunder related to routine, operation matters arising under the Agreement and related day-to-day operations issues (“Operating Notice”), shall be delivered by email, or given personally by telephone promptly followed by email or facsimile confirmation to the following:

If to the Contractor: []
[]
[]
[]
Tel. [() -]
Fax [() -]
Email []

With a copy to: []
[]
[]
[]
Tel. [() -]
Fax [() -]
Email []

If to Rockland Green: Assistant Solid Waste Operations Manager
Rockland Green
172 Main Street
Nanuet, NY 10954
Tel. (845) 753-2200
Fax: (845) 753-2281
Email: rludwig@rocklandgreen.com

With a copy to: Executive Director
Rockland Green
172 Main Street
Nanuet, NY 10954
Tel. (845) 753-2200
Fax: (845) 753-2281
Email: gdamiani@rocklandgreen.com

(A) Notices Other than Operating Notices. All notices, consents, approvals or communications given pursuant to the terms of this Agreement 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: []
[]
[]
[]

With a copy to: []
[]
[]
[]

If to Rockland Green: Executive Director
Rockland Green
172 Main Street
Nanuet, NY 10954

With a copy to General Counsel
Rockland Green
172 Main Street
Nanuet, NY 10954

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.

IN WITNESS WHEREOF, the parties have caused this Hauling Service Agreement for the Clarkstown Transfer Station to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

ROCKLAND GREEN

By: _____
Name
Title

[Name of Hauling Contractor]

By: _____
Name
Title

APPENDICES
TO
THE HAULING SERVICE AGREEMENT
FOR THE CLARKSTOWN TRANSFER STATION

Between

ROCKLAND GREEN

and

[]

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**APPENDIX 1
FUEL REPLENISHMENT**

Pursuant to Section 4.5 (*Fuel Replenishment Program*) hereof, Rockland Green shall provide the Hauling Contractor with diesel fuel for hauling Acceptable Waste from the Facility to the Designated Disposal Facility, or Alternate Disposal Facility, as set forth and subject to the allotment limitations below:

1. Fuel Amounts and Limitations [Chart to be finalized based on Rockland Green’s selection of Option A or Option B.]

Disposal Facility	Gallons Allotted ¹
<i>Live Loads</i>	
New York	125 gallons per load
<i>Drop and Hook Loads</i>	
New York	125 gallons per load
Disposal Facility	Gallons Allotted ¹
<i>Live Loads</i>	
Pennsylvania	50 gallons per load
<i>Drop and Hook Loads</i>	
Pennsylvania	50 gallons per load

2. Fuel Replenishment Program Requirements

- a. The Hauling Contractor shall observe the gallon limitation set forth above. [*The fuel allotment set forth in the final Agreement will be based on Rockland Green’s selection of Option A or Option B.*]
- b. The Hauling Contractor shall only pump fuel into the Hauling Vehicles after receiving a full load of Acceptable Waste at the Facility.

¹ Except for changes from the Designated Disposal Facility to the Alternate Disposal Facility, any changes in the Designated Disposal Facility resulting in a change in the mileage to such Disposal Facility, shall result in a proportionate adjustment to the number of gallons of fuel allotted for each load of Acceptable Waste delivered to such new Disposal Facility, to reflect the change in such mileage.

- c. The Hauling Contractor shall only utilize the fueling station at the Facility unless directed otherwise by Rockland Green.
- d. Rockland Green shall provide fuel to the Hauling Contractor on a “use-it-or-lose-it” basis. If the Hauling Contractor elects not to fill up the hauling vehicle tank with the allotted fuel, the Hauling Contractor forfeits the amount not utilized and, once the hauler has left the Site, the hauler shall not have a further opportunity to fill up utilizing the fuel allotment provision for such load. For example, if hauler H going to New York fills up his vehicle with 100 gallons and leaves the Site, such hauler forfeits the remaining 25 gallons that has been allotted for such load.
- e. To the extent the Hauling Contractor receives greater fuel efficiencies, as mutually agreed to by Rockland Green and the Hauling Contractor, such that it does not require the gallons of fuel allotted, the Hauling Contractor shall receive a proportionate reduction in the amount of fuel allotted hereunder. Such reduction in the allotment of diesel fuel shall be determined by Rockland Green in its sole discretion.
- f. Rockland Green shall make available to the Hauling Contractor keys for use of the Facility’s fueling station for the use of permanent full-time haulers employed by the Hauling Contractor and approved by Rockland Green. In the event a key is lost or destroyed, the Hauling Contractor may obtain a replacement key from Rockland Green for an additional charge of \$200 for each such replacement key.

FUEL SYSTEM INSTRUCTIONS

STEP 1

USE KEYPAD TO ENTER DRIVER NUMBER.

STEP 2

INSERT FUEL KEY UNDER KEYPAD. (DO NOT FORCE)

STEP 3

WHERE IT SAYS MILEAGE, ENTER TRUCK NUMBER.

IF TRUCK BEGINS WITH A LETTER ENTER (0) BEFORE ENTERING TRUCK NUMBER

STEP 4

ENTER MANIFEST NUMBER!

STEP 5

SELECT PUMP # (2)

STEP 6

COMPLETELY FILL OUT FUEL SIGN IN SHEET IN BOX

[] GALLONS Max.

[Applicable allotment(s) to be based on allotments set forth in the RFP for Option A or Option B, as applicable.]

YOU MUST HOLD PUMP HANDLE AT ALL TIME

DO NOT THROW NOZZLE UNDER TRUCK

YOU ARE RESPONSIBLE TO CLEAN UP ANY SPILLED FUEL

YOU WILL BE BANNED FROM FURTHER USE OF THE FUEL PUMP STATION IF A SPILL IS A RESULT OF YOUR ACTION

APPENDIX 2
DESIGNATED LONG-HAUL DRIVER DEBARMENT CRITERIA

Attached are the Designated Long-Haul Driver Hauling Requirements and the Debarment Criteria for the delivery of Solid Waste to the Designated Disposal Facility(ies). Failure to comply with these requirements will result in debarment proceedings.

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

1. First Failure to Comply.

Upon a Designated Long-Haul Driver's first failure to comply with Rockland Green's Designated Long-Haul Driver Requirements, Rockland Green will send a written notice to the Designated Long-Haul Driver identifying such failure and a statement that upon the Designated Hauler's second failure to comply with the Designated Long-Haul Driver Requirements, Rockland Green shall place such hauler on Rockland Green's debarred list. A copy of such warning shall be delivered by Rockland Green to the Designated Long-Haul Driver.

2. Second Failure to Comply.

Upon a Designated Long-Haul Driver's second failure to comply with Rockland Green's Designated Long-Haul Driver Requirements, Rockland Green will place such hauler on Rockland Green's debarred list. Rockland Green will send a written notice to the Designated Long-Haul Driver stating that the Designated Long-Haul Driver has been placed on Rockland Green's debarred list and is no longer allowed to haul Acceptable Waste for Rockland Green. A copy of such notice shall be delivered by Rockland Green to the Hauling Contractor at the same time such notice is delivered to the Designated Long-Haul Driver.

Notwithstanding the procedure set forth above, the Designated Long-Haul Driver or Hauling Contractor 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 M. Damiani, Jr., Executive Director, Rockland Green at (845) 753-2200.

DESIGNATED LONG-HAUL DRIVER REQUIREMENTS

I. HAULER REQUIREMENTS

1. Obtain a hauler registration number and truck stickers from the DOH.
2. Submit evidence to Rockland Green of insurance coverages and/or bonding. Name Rockland Green as an additional insured on municipal collection agreement insurance policies.
3. Comply with Rockland Green approved hauling routes and any Rockland Green hauling routes restrictions.
4. Comply with Rockland Green posted receiving hours for the live loading of Acceptable Waste into Hauling Vehicles.
5. No violation of Designated Long-Haul Driver Debarment Criteria.
6. Comply with Rockland Green's fueling program requirements.

II. DOH REGISTRATION PROCEDURE

The Hauling Contractor shall comply with all DOH registration and permitting procedures and requirements prior to crossing any Rockland Green scales.

ROCKLAND GREEN

DESIGNATED LONG-HAUL DRIVER DEBARMENT CRITERIA

1. Operation of vehicles in an unsafe manner at the Facility, on the Facility Site (including the Scale on the Facility Site), along the hauling route or at the Designated Disposal Facility(ies).
2. Operation of uninspected or unsafe vehicles.
3. Leaking Transfer Trailers or repeated spillage of Solid Waste at the Designated Disposal Facility(ies), Facility Site or onto local roads; and failure to cover open top vehicles containing Acceptable Waste or Solid Waste, including Recyclable Materials.
4. Belligerent or threatening behavior by Hauling Vehicle operator employees.
5. Failure to affix DOH specified registration numbers or stickers on vehicles. Failure to affix Rockland Green-specific registration numbers or sticker on vehicles. Failure to keep a copy of the overweight permit in the vehicle.
6. Failure to follow rules for vehicle weighing, queuing, tipping and circulation patterns.
7. Failure to follow designated routes or traveling on prohibited routes to the Designated Disposal Facility(ies).
8. Causing damage to the Rockland Green's scale, Rockland Green's scalehouse, Transfer Station or the Designated Disposal Facilities.
9. Failure to deliver Acceptable Waste to the Designated Disposal Facility(ies).
10. Failure to pay any fees which are past due to Rockland Green upon receipt of written notice.
11. Failure to supply information requested by Rockland Green, which is reasonably necessary for Rockland Green to carry out its obligations.

APPENDIX 3
CONTRACTOR REQUIRED INSURANCE

1. Requirements. Prior to the Contract Date and throughout the Term of this Agreement, the Hauling Contractor will obtain, pay for, and maintain, independent of any insurance the Hauling Contractor may possess for other facilities, the insurance coverage listed below.
 - (a) Commercial general liability insurance for bodily injury and for property damage with limits of not less than one million dollars (\$1,000,000) each occurrence and two million (\$2,000,000) general aggregate on a per project or per location basis. Such coverage shall also include coverage for: personal and advertising injury liability with limits not less than one million dollars (\$1,000,000), products/completed operations aggregate with limits not less than two million dollars (\$2,000,000); damages to premises rented (any one fire) with limits of not less than one million dollars (\$1,000,000); medical expense (any one person) with limits of not less than \$15,000; and Broad Form Blanket Contractual Liability for liability assumed under the executed contract and all other contracts relative to the Hauling Contractor, the Facility and Site. The General Aggregate must apply on a per project basis
 - (b) Worker's compensation insurance and employer's liability insurance required by New York State law (with limits of \$1,000,000 for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 bodily injury by disease each employee) covering all of the employees of the Hauling Contractor in performance of the Contract Services. Employer's liability due to injury or property damage shall not be less than \$1,000,000 per occurrence.
 - (c) Disability benefits insurance required by New York State law covering all the employees of the Hauling Contractor in performance of the Contract Services.
 - (d) Commercial umbrella liability insurance must be in excess over the above required comprehensive general liability insurance, automobile liability insurance and employer's liability insurance in the amount of \$10,000,000 each occurrence and \$10,000,000 general aggregate.
 - (e) Commercial Comprehensive automobile liability insurance covering the use of all owned, non-owned, and hired vehicles with combined bodily injury and property damage limits of at least \$1,000,000 combined single limit and no fault liability as required by statute under State law.
 - (f) Pollution liability insurance with a minimum limit of \$5,000,000.
 - (g) Professional liability insurance with limits not less than \$1,000,000 each occurrence and in the aggregate.

The commercial general liability, excess liability and pollution liability shall be kept in force for a period of one (1) year following the end of the contract period.

2. Additional Insureds. The Hauling Contractor will name Rockland Green, the County and their officers, agents, employees and consultants as additional insured on a primary, non-contributory basis (the “Additional Insureds”) on all insurance policies required herein, other than paragraphs 1(b) and 1(c). For commercial general liability insurance, the Hauling Contractor is required to use ISO form CG2026 4/13 and including Completed Operations using form CG2037 or copies of the equivalent. Additional insurance status must be on a primary, non-contributory basis.

The Hauling Contractor shall waive the subrogation rights of its various insurance carriers in favor of Rockland Green, using form CG2404 or equivalent.

3. Insurance Certificates and Policies. Insurance and any renewals thereof, will be evidenced by certificates of insurance (the “Certificates”) and copies of all insurance policies, or the declaration pages including forms, issued or countersigned by a duly authorized representative of the issuer and delivered to Rockland Green for its approval, prior to the execution of the Hauling Service Agreement or, in the case of a renewal, as reasonably provided by the insurer. The certificates will require thirty (30) days’ written notice to Rockland Green, of cancellation, intent not to renew, or reduction in its coverage by the insurance company, except with respect to cancellation for non-payment of premium, in which case the certificates will require ten (10) days’ written notice.
4. Non-Recourse Provision. All insurance policies will provide that the insurers will have no recourse against the Additional Insureds for payment of any premium or assessment and will contain a severability of interest provision in regard to mutual coverage liability policies. The coverages provided by mutual coverage liability insurance policies required pursuant to this Hauling Service Agreement will be the primary source of any restitution or other recovery for any injuries to, or death of persons, or loss or damage to property incurred as a result of an action or inaction of the Hauling Contractor or its Subcontractors, of their respective suppliers, employees, agents, representatives, or invitees, that fall within these coverages and also within the coverage of any liability insurance or self-insurance program maintained by Rockland Green.
5. Subcontractors. The Hauling Contractor will be responsible for ensuring that all Subcontractors secure and maintain all insurance coverages above, and other financial sureties required by Applicable Law in connection with their presence and the performance of their duties at or concerning the Hauling Services.
6. Specific Provisions for Comprehensive General Liability Insurance. Comprehensive General Liability insurance, as required hereunder, will include premises-operations, blanket contractual, products and completed operations, personal injury, host liquor liability, explosion, collapse, underground hazards, broad form property damage, including completed operations, and independent contractor’s coverage.
7. Specific Provisions for Worker’s Compensation Coverage. Worker’s compensation insurance must be in accordance with the requirements of New York law, as amended

from time to time. The required worker's compensation insurance will include other state's coverage, voluntary compensation coverage, and federal longshoreman and harbor worker's coverage.

8. Qualifications of Insurers. The Hauling Contractor is required to obtain the insurance set forth in this Agreement with insurance companies that carry a Best's "A" or equivalent rating. In addition, insurance must be obtained and maintained with insurers authorized to do business in the State of New York and having agents upon whom service of process may be made in the County of Rockland, New York.

APPENDIX 4
ANNUAL REPORTS, MONTHLY REPORTS AND
ANNUAL SETTLEMENT REQUIREMENTS

I. Monthly Report

1. For each Billing Month, the Hauling Contractor shall render a Billing Statement to Rockland Green each Billing Period, setting forth the information required herein. The Hauling Contractor shall include the Billing Statement in the Monthly Report for the subject Billing Period.
2. A duly authorized representative of the Hauling Contractor shall sign the Monthly Report. Above the signature line shall be the following statement:

“I _____ (name), acting as a duly authorized representative of _____ (Hauling Contractor) do hereby certify that all of the information in this monthly report is, to the best of my knowledge, true, accurate and complete. All of the work called for during the period covered by this invoice pursuant to the Agreement has been carried out. All other occurrences, which are significant with regard to the Agreement, have been disclosed in the monthly report.”
3. Fuel Usage.
4. Nuisance Conditions and Remedial Actions Taken.
5. Motor vehicle profiles through Safer System, including DOT violations.
6. Record of vehicle repairs and maintenance during such month.
7. GPS records for each vehicle used in the performance of the Contract Services, to the extent requested by Rockland Green as set forth in subsection 3.1(N) (*Communication with and Tracking of Hauling Vehicles*) hereof.

II. Final Settlement Statement

As set forth in Section 3.6 (*Annual Settlement Statement*) of the Agreement, the Hauling Contractor shall, within 60 days after the end of the Term, deliver to Rockland Green a Final Settlement Statement setting forth the actual aggregate Service Fee payable with respect to the Term and a reconciliation of such amount with the amounts actually paid by Rockland Green pursuant to the Billing Statements with respect to the Term, including, without limitation, all adjustments to the Service Fee made pursuant to Article VI of the Agreement, all adjustments made pursuant to Section 6.1 (*Term of Agreement*) of the Agreement and any other amounts payable by Rockland Green or the Hauling Contractor pursuant thereto;

**APPENDIX 5
FACILITY MAP AND PERMIT**

*[Appendix 5 will consist of the Facility map and
Facility permit included in Appendix B of the RFP]*

APPENDIX 6
INITIAL DESIGNATED DISPOSAL FACILITY

[The initial Designated Disposal Facility(ies) to be included in this Appendix shall be the Designated Disposal Facilities identified in Appendix G of RFP 2023-11 and based on the Option selected by Rockland Green (i.e., Option A or Option B). Such determination will be made by Rockland Green prior to the execution of this Agreement.]

**APPENDIX 7
SERVICE FEE**

Rockland Green shall pay the following per Ton amounts for the performance of the Contract Services by the Contractor.

I. INITIAL TERM PRICING

DESIGNATED DISPOSAL FACILITY <i>[To be updated and refined based on Rockland Green's selection of Option A or Option B]</i>	
Dates of Term	Dollar Per Ton Amount
March 1 – August 31, 2024	[\$]
September 1, 2024 – December 31, 2024	[\$]
January 1, 2025 – December 31, 2025	[\$]
January 1, 2026 – December 31, 2026	[\$]
January 1, 2027 – December 31, 2027	[\$]
January 1, 2028 – December 31, 2028	[\$]
January 1, 2029 – August 31, 2029	[\$]

The per Ton amounts set forth above shall be the sole compensation paid to the Hauling Contractor by Rockland Green for the performance of the Contract Services.

The Parties acknowledge that to the extent Rockland Green requires Hauling Services on a Holiday, as set forth in the provisions of subsection 3.1(G) (*Holidays*), the Parties will negotiate in good faith to determine any additional fee payable to the Hauling Contractor for such service.

II. RENEWAL TERM PRICING

To the extent the Agreement is renewed pursuant to Section 6.1 hereof, the per Ton Hauling Fee shall be adjusted annually beginning on the first day of the first Renewal Term

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(September 1, 2029), and each subsequent yearly anniversary of such date thereafter throughout any and all subsequent Renewal Terms. Such annual adjustment shall be reflected as a percentage increase or decrease in the cost of living over the prior 12-month period as described in the *[the selected CPI Index to be inserted here]*; provided, however, that the annual adjustment based on such CPI Index shall not exceed five percent (5%).

**APPENDIX 8
LIQUIDATED DAMAGES**

In addition to any other rights and remedies of Rockland Green set forth in this Agreement, the Contractor shall pay liquidated damages to Rockland Green for the following events in the corresponding amounts as set forth below:

#	Event	Liquidated Damage Amount
1.	<p>Failure of Hauling Contractor to provide on any day:</p> <p>(i) a sufficient number of empty Transfer Trailers for the drop and hook loading at the Facility and/or</p> <p>(ii) the number of Transfer Trailers available for live loading at the Facility, as requested on a daily basis by the Operator</p> <p>and such failure results in the failure of the Operator to remove all Acceptable Waste from the tipping floor by the end of the day in accordance with Rockland Green's Facility permit.</p>	\$500 per day
2.	Disposal of waste at an undesignated facility.	\$5,000 per day
3.	Failure to comply with the rules of the Fuel Replenishment Program.	\$500 per event
4.	Failure to file a timely or complete monthly report, including the motor vehicle carrier profile, after notice and a 10-day cure period.	\$500 per event
5.	Failure to maintain the tractors and trailers in accordance with DEC standards, DOT standards, federal motor carrier standards and local regulating agencies such as the Rockland County Department of Health.	\$100 per incident
6.	Failure to comply with DEC permit conditions relating to the storage of loaded Transfer Trailers, including, the storage of a loaded Transfer Trailer on the Site for a period greater than 24 hours following the loading of such trailer (to be assessed on a per trailer basis).	\$500 per trailer per day

APPENDIX 9
ROCKLAND GREEN ALTERNATIVE FUEL PILOT PROGRAM

In accordance with the provisions set forth in subsection 3.14(C) (*Pilot Programs*) hereof, in the event Rockland Green develops a pilot program for the use of Alternatively Derived Fuel with long haul vehicles (“Rockland Green Alternative Fuel Pilot Program”) the Parties will work together to roll out such program, and the Hauling Contractor will participate in such pilot program as provided by Rockland Green. Such participation shall include at a minimum the following:

1. An initial retrofitting of one Hauling Vehicle with Alternatively Derived Fuel capability within 30 days following the latter of (i) eligibility of such retrofit pursuant to regulatory rules, regulations and guidelines, and (ii) notice by Rockland Green to perform such retrofit;
2. Pending the success of the initial retrofitted Hauling Vehicle, subject to the mutual agreement of the Parties (based upon data collection related to the initial retrofit, including diesel fuel offsets per round trip, the reliability of the technology incorporated into the retrofitted Hauling Vehicle, engine output, and maintenance costs incurred by the Hauling Contractor), the Contractor shall retrofit five (5) or more additional Hauling Vehicles each Contract Year.
3. The costs of retrofitting each vehicle shall be borne by the Hauling Contractor; however, Rockland Green shall reasonably assist the Hauling Contractor with obtaining grant program funding available through the State and other applicable grant programs.
4. Rockland Green shall arrange to make available to the Hauling Contractor the required Alternatively Derived Fuel for such retrofitted Hauling Vehicle(s). For each retrofitted Hauling Vehicle, the Hauling Contractor shall receive a proportionate reduction in the allotment of diesel fuel available to the Hauling Contractor.

**APPENDIX 10
APPROVED SUBCONTRACTORS**

I. LIST OF APPROVED SUBCONTRACTORS

The following sets forth the list of Subcontractors approved by Rockland Green:

[To be completed based on the approval of any Subcontractors proposed by selected Proposer]

II. SUBCONTRACTOR APPROVAL PROCESS

Required Subcontractor Information: Any request for the approval of a Subcontractor shall be subject to the provisions of Section 8.1 and the requirements hereof.

The Hauling Contractor shall require that the following information be sworn to under oath and, thereby, subject to the penalties of perjury and provided to Rockland Green:

1. Name and address of Subcontractor (if a corporation: names of officers, directors and any shareholders possessing 5% or more of the outstanding stock in the corporation; if a partnership: names of all general or limited partners).
2. Names of all affiliated and related companies and their relationship to the Subcontractor.
3. List of creditors, excluding only mortgages of record, bondholders pursuant to a public offering and operation debts accrued in the normal course of business and customarily extinguished within 120 days.
4. List of any and all criminal convictions within the last five years recorded by the Subcontractor, any officer or director thereof, shareholder, any affiliate, or any related company.
5. List of any and all civil penalties, judgments, consent decrees, or other sanctions within the last five years recorded by the Subcontractor, any officer or director thereof, shareholder, any affiliate or any related company.
6. List of any and all current investigations, indictments or pending litigation by any federal, State or local jurisdiction recorded by the Subcontractor, any officer or director thereof, shareholder, any affiliate or any related company.
7. List of any and all actions occurring within the last five years which have resulted in revocation or suspension of any permit or authority to do business in any Federal, State, or local jurisdiction, recorded by the Subcontractor, any officer or director thereof, shareholder, any affiliate or any related company.
8. List of any and all actions occurring in the past five years that have resulted in the barring from public bidding recorded by the Subcontractor, any officer or director thereof, shareholder, any affiliate or any related company.

9. List of any bankruptcy proceedings in the past five years recorded by the Subcontractor, affiliate or related company.
10. Any final judicial or administrative finding or adjudication of illegal employment discrimination.
11. Any violation of the payment of prevailing wages, to the extent applicable.
12. Unpaid federal, state or local taxes.
13. Final judicial or administrative finding or adjudication of non-performance of a contract with the Authority, the County or the State.
14. Any conflicts of interest.

In addition to the requirements set forth above, Rockland Green may request additional information in connection with the Hauling Contractor's request for the approval of a proposed Subcontractor. Such information may include, but is not limited to a copy of the applicable proposed subcontractor agreement, proof of Subcontractor insurance, and such additional information requested by Rockland Green.

Additional Requirements for Hauling Subcontractors.

In addition to all other requirements set forth herein, for the approval of a Subcontractor for Hauling Services, the Hauling Contractor shall provide the following:

1. The driver's license number for any proposed driver.
2. All records of violation, if any.
3. A driver's abstract for each driver for the previous Contract Year.
4. A description of the proposed Subcontractor's solid waste hauling experience.
5. A description of the proposed Subcontractors' vehicle(s) information.
6. Copies of all licenses and permits required for the performance of the Hauling Services.
7. Evidence that the proposed Subcontractor is appropriately insured and maintains the insurance required hereunder.
8. A copy of the Hauling Contractor's executed subcontract with the proposed Subcontractor.

Additionally, the Hauling Contractor shall be responsible for conducting a background check to verify that any proposed Subcontractor for Hauling Services is (i) experienced in providing similar solid waste hauling services, and (ii) that all drivers of vehicles hauling Acceptable Waste are licensed for the appropriate application and class of vehicle.

The Hauling Contractor shall conduct a background check to verify that all Subcontractors have the appropriate licenses, and to confirm their driving record and solid waste hauling experience. The Hauling Contractor shall be required to maintain on file and available for Rockland Green's review, the license number and record of violations, if any, for each Subcontractor performing

Hauling Services. Prior to the Commencement Date and at the beginning of each Contract Year, the Hauling Contractor shall provide Rockland Green with the yearly driver's abstract for each Subcontracted driver for the prior Contract Year.