

TO: All Prospective Proposers

FROM: Rockland Green

DATE: September 24, 2026

SUBJECT: Addendum No. 1 – RFP-2026-04 – Residential Solid Waste Collection, Transportation and Disposal, Village of Airmont

This Addendum No. 1 shall be made part of Request for Proposals No. 2026-04 for Residential Solid Waste Collection, Transportation and Disposal Services for the Village of Airmont, issued on August 7, 2026. The following questions were received from prospective proposers. Responses are provided below for clarification.

Question 1

Section 5.18 – Does the proposer need to identify any subcontractor he intends to use throughout the year upon submission of the RFP-2026-04 Village of Airmont?

Response: Yes. Pursuant to RFP Section 5.18, Proposers are required to provide to Rockland Green, along with their Proposal, a list of any Subcontractors proposed for performance of the Contract Services, together with each Subcontractor's experience, financial ability, and other qualifications. Rockland Green retains the right to approve or withhold approval of any proposed Subcontractor. Any proposed Subcontractor must also comply with the Required Insurance requirements set forth in RFP Section 5.14 and Appendix 7, including furnishing evidence of coverage acceptable to Rockland Green.

Question 2

Can the proposer, at his leisure during the contract, oscillate ownership of his company?

Response: No. Pursuant to RFP Section 4.18, the Contractor shall provide Rockland Green with sixty (60) days' prior written notice of any change of any nature in the ownership or ownership structure of the Contractor, or of any parent, subsidiary, or Affiliate of the Contractor, including any transfer of shares of stock, membership, or other ownership units. If the Contractor is privately held, the Contractor must also provide sixty (60) days' prior written notice of any change in its officers, principals, or directors.

Rockland Green shall have the right to terminate the Contract upon thirty (30) days' notice at any time within sixty (60) days following its receipt of the required supporting information regarding such a change. In the event the Contractor violates this Section, or makes an unapproved assignment or change of control in violation of RFP Section 4.17, Rockland Green shall have the right, in its sole discretion, to terminate the Contract without prior notice or a cure period, and the Contractor shall forfeit all monies earned

under the Contract.

Accordingly, ownership changes are not within the Contractor's unilateral discretion during the Contract Term; they require advance written notice and are subject to Rockland Green's review and termination rights.

Question 3

Should Rockland Green choose a three (3) can limit for their RFP 2026-4 Village of Airmont, how is that going to be enforced? A) Will the municipality provide a code enforcer? B) There are many residents who currently place 20-30 black bags out. How are we to determine how many bags will fill each toter?

Response: Garbage placed directly at the curb in black bags, without being contained in a rigid can, cart, or toter, is an improper set-out under RFP Section 4.4, regardless of whether Rockland Green selects a can limit; Garbage must be containerized for collection. Enforcement follows the standard improper set-out process in Section 4.4: the Contractor shall affix a Rockland Green-approved warning notice, and Garbage may only be rejected after two (2) such notices have been left for the resident. Code enforcement of set-out and container requirements is strictly the responsibility of the Village of Airmont, not Rockland Green or the Contractor.

Question 4

Who and how would it be determined if a recycling container weighing more than fifty (50lbs) pounds can be lifted without causing an injury to employees?

Response: The determination of whether a recycling container weighing more than fifty (50) pounds can be lifted without causing injury is the Contractor's own field determination, to be made by the Contractor's collection personnel in the exercise of reasonable judgment at the time of collection, consistent with the Contractor's own safe lifting and manual material handling training, equipment, and practices, and the Contractor's obligations under RFP Section 4.10 (Equipment and Labor) and Applicable Law, including applicable OSHA requirements. Rockland Green does not prescribe a specific weight-testing procedure, and does not provide on-site verification of individual container lifts.

The Contractor shall contact Rockland Green at the first sign of a problem with a specific container or property. Consistent with the warning notice set-out procedure described in RFP Section 4.4, the Contractor shall affix a Rockland Green-approved warning notice to the container; Accordingly, it is not Rockland Green's position that the Contractor must collect an overweight container the first two times and may only decline collection on the third occurrence. If a container exceeds fifty (50) pounds and cannot be lifted without injury to the Contractor's personnel, the Contractor is not obligated to collect it, including upon the first occurrence, and no advance warning or grace period applies to

this specific ground for non-collection. The two-warning-notice process described in RFP Section 4.4 applies to other improper set-out conditions for Garbage; it does not apply to the weight-based recycling-container exception

Question 5

Is it the position of Rockland Green that if a can weighs more than fifty (50lb) pounds, the contractor should pick it up the first two times, but not on the third time?

Response: No. In reviewing this question, Rockland Green identified an internal inconsistency between RFP Section 3.2 and RFP Section 4.4 regarding Recyclable Materials that this Addendum corrects. RFP Section 3.2 currently states that Recyclable Materials "shall be rejected from collection only after two (2) warning notices have been left for the resident, as further explained in Section 4.4 hereof." RFP Section 4.4, however, states that no notification is required for improperly set out Recyclable Materials, which are deemed unacceptable and which the Contractor is not required to collect.

RFP Section 3.2 is hereby revised to strike the sentence "Recyclable Materials shall be rejected from collection only after two (2) warning notices have been left for the resident, as further explained in Section 4.4 hereof," and replace it with the following: "Recyclable Materials that are improperly set out, including a designated recycling container that exceeds fifty (50) pounds in weight and cannot be lifted without causing injury to employees, shall be deemed unacceptable, and the Contractor shall not be required to collect such materials. No warning notice is required prior to non-collection of improperly set out Recyclable Materials, consistent with RFP Section 4.4." All other provisions of Section 3.2 remain unchanged.

Accordingly, it is not Rockland Green's position that the Contractor must collect an overweight recycling container the first two times and may only decline collection on the third occurrence. If a designated recycling container exceeds fifty (50) pounds and cannot be lifted without injury to the Contractor's personnel, the Contractor is not obligated to collect it, including upon the first occurrence, and no advance warning or grace period applies to this specific ground for non-collection. The two-warning-notice process described in RFP Section 4.4 applies to other improper set-out conditions for Garbage; it does not apply to the weight-based recycling-container exception.

Question 6

Section #4.7 – Can Rockland Green please clarify the sentence: "The Contractor shall immediately and adequately clean-up any material spilled or broken PRIOR to or during the course of collection."

Response: This clause requires the Contractor to immediately and adequately clean up spilled or broken Solid Waste at a collection stop regardless of when or how the spillage or breakage occurred. "Prior to" collection refers to material already spilled or broken at

the location before the Contractor's vehicle services that stop (for example, from wind, animals, or a prior collection attempt); "during" collection refers to spillage or breakage that occurs as a direct result of the Contractor's own collection or transportation activity. Both circumstances are the Contractor's cleanup responsibility. This is consistent with RFP Section 4.6, which requires the Contractor to immediately clean up any occurrence of a spill into a street, sidewalk, or property before proceeding to the next collection stop, and with RFP Section 4.7, which requires all collection vehicles to carry at least one broom and one shovel for this purpose. Should the Contractor fail to clean up a site, Rockland Green may perform the cleanup and deduct the cost from the Contractor's monthly payments.

Question 7

Section #4.7 – Can Rockland Green please clarify the sentence: "Recyclable materials including, but not limited to, newspaper which are set out or left in a manner which shall create litter, shall be collected regardless of its set-out condition." Shouldn't the residents be required to set-out materials in a responsible manner? Wouldn't it be more efficient for Rockland Green to require/educate the residents to properly set-out the material?

Response: This sentence requires the Contractor to reasonably collect litter in the vicinity of a set-out location, regardless of the material's original set-out condition, to keep the Village clean. It applies specifically to Recyclable Materials that are creating litter — consistent with RFP Section 4.6's statement that cleanliness is a significant priority for Rockland Green.

This clause does not eliminate or supersede the general improper set-out and rejection process described in RFP Sections 3.2 and 4.4, which continues to apply to Recyclable Materials that are otherwise improperly set out (for example, non-designated materials, excessive contamination, or an incorrect set-out location), and which residents remain responsible for setting out properly. Rockland Green agrees that resident education supports proper set-out compliance and, as in other Rockland Green service areas, expects to continue supporting public education efforts regarding proper set-out of Recyclable Materials; however, this does not change the Contractor's obligation to reasonably collect litter-causing material under RFP Section 4.7 as clarified herein.

Question 8

In regards to the proposed extra cardboard pick-up on Fridays, in the RFP 2026-4 Village of Airmont, will Rockland Green be keeping the transfer stations open later? Otherwise, we would have to run double the amount of trucks on Fridays.

Response: No. Rockland Green does not intend to extend the operating hours of the Transfer Station or the Materials Recovery Facility to accommodate the optional Extra Cardboard Pickup – Fridays Only service. The Contractor is expected to perform this optional service, if proposed, within Rockland Green's existing Designated Disposal

Facility operating hours. Proposers who elect to offer this optional service under Price Proposal Form 2 should account for any additional trucks, routing, or staffing needed to complete the Friday extra cardboard collection within existing facility hours in their pricing for that form.

Question 9

In the RFP 2026-4 Village of Airmont, several properties are listed as tax code 210, yet they are operating as Congregations, Religious Schools/Dormitories and Houses of Worship. Is it Rockland Green's expectation that the sanitation hauler awarded this bid will only get paid for single-family units at these properties?

Response: Payment is based on the Number of Units for each property as reflected in the certified report from the Town of Ramapo Assessor's Office, consistent with RFP Section 4.12 and the RFP's definitions of "Designated Dwellings" and "Number of Units," and not on the Contractor's or Proposer's independent assessment of a property's actual or functional use.

Based on Rockland Green's records underlying RFP Appendix F, tax code 210 properties are currently assigned one (1) Unit each under the Town's tax classification, including those tax code 210 properties identified by the Proposer as currently operating as congregations, religious schools, dormitories, or houses of worship. Such a property is treated the same as an ordinary single-family residential parcel for payment purposes (one (1) Unit) unless and until it is reclassified by the Town of Ramapo Assessor's Office to a different tax designation.

Any dispute regarding a property's tax classification must be directed by the Proposer or Contractor directly to Village of Airmont Hall and Town of Ramapo Hall, with Rockland Green copied as a correspondent on all communications to the Town. Regardless of any pending classification dispute, the Contractor may not skip or withhold collection service from any Designated Dwelling, including any tax code 210 parcel identified in this Question; the Contractor must continue to collect from the parcel in accordance with the Service Contract while any classification dispute is pending.

Accordingly, the Contractor will be paid for the Number of Units reflected in the Town Assessor's then-current certified classification of each property, which is adjusted annually as described in the response to the following question.

Question 10

When an application for an expansion, house of worship, religious school, dormitory, or any change to a tax code 210 property gets approved, at what point in the process does the tax assessor reclassify the property to reflect that change? What is the process that is followed?

Response: The Number of Units used to calculate the Contract price payable to the Contractor may be adjusted annually, effective every January 1, based on the prior year's certified report from the Town of Ramapo Assessor's Office, as set forth in RFP Section 4.12.

Question 11

If a homeowner does not follow Village protocol and changes the home without filing an application or getting town approval to structurally convert or convert in use (e.g., into an illegal multi-family or commercial space), can the municipality inspect the property, issue building code violations, and direct a reclassification or upward reassessment of the property to match its actual practical use? What is the current procedure for that?

Response: See response to Question 10.

All Proposers shall acknowledge receipt of this Addendum No. 1 in their Proposal submission. Failure to acknowledge receipt of this Addendum in the Proposal may result in the Proposal being deemed non-responsive.

Except as modified herein, all other terms and conditions of the RFP shall remain unchanged.

Ryan Montal

Confidential Assistant to the Executive Director, Rockland Green

Ryan Montal