

**ROCKLAND GREEN
172 MAIN STREET
NANUET, NEW YORK 10954**

REQUEST FOR PROPOSALS

RFP-2023-11

HAULING SERVICES

FOR

THE CLARKSTOWN TRANSFER STATION

OCTOBER 31, 2023

Request for Proposals 2023-11
Hauling Services for the Clarkstown Transfer Station

RECEIPT CONFIRMATION

(This form must be completed by each member of the Proposer team
and returned to Rockland Green within 5 days of Proposer's receipt of this RFP.)

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

Ryan Montal
Confidential Assistant to the Executive Director
Rockland Green
172 Main Street
Nanuet, NY 10954
Phone: 845-753-2200 (Ext. 626)
Fax: 845-753-2281
Email: rmontal@rocklandgreen.com

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

Company Name: _____
Address: _____ City: _____ State: ____ Zip Code: _____
Contact Person: _____
Phone Number: _____ Ext. _____ Fax Number: _____
Email: _____

I have received a copy of the above noted RFP.

_____ We will be submitting a Proposal for RFP 2023-11
_____ We will NOT be submitting a Proposal – (please indicate reason)

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

Courier Collect: _____ Mail: _____
Signature: _____
Title: _____

NOTICE TO PROPOSERS

DOCUMENT #: RFP-2023-11: Rockland Green, also known as the Rockland County Solid Waste Management Authority (“Rockland Green”) is seeking proposals for the hauling of municipal solid waste from the Clarkstown Transfer Station located at 166 South Route 303, West Nyack, New York to Rockland Green’s Designated Disposal Facility(ies). Work will be in accordance with the RFP.

DOCUMENT #: RFP-2023-11 may be obtained from the offices of Rockland Green, located at 172 Main Street, Nanuet, NY 10954, between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, or downloaded from Rockland Green’s website at rocklandgreen.com in the Businesses – Contract Opportunities section of the website on or after Tuesday, October 31, 2023. Please contact Ryan Montal, Confidential Assistant to the Executive Director at (845) 753-2200 xt. 626 or rmontal@rocklandgreen.com for details or any questions concerning the distribution of the RFP.

A preproposal conference and site visit is scheduled for 3:00 p.m. on Wednesday, November 8, 2023 at the Clarkstown Transfer Station Trailer located at 166 South Route 303, West Nyack, NY. Please contact Ryan Montal, Confidential Assistant to the Executive Director for details.

One (1) original proposal with four (4) copies along with a searchable PDF copy of the proposal on a USB flash drive shall be submitted to Rockland Green in sealed envelopes and shall be plainly marked on the outside with the statement “RFP-2023-11 Enclosed” with the Proposer’s name and title of the RFP. No electronic submittals will be accepted.

Sealed Proposals will be received by Rockland Green until Wednesday, December 6, 2023 at 2:00 p.m. local time, in the offices of Rockland Green, located at 172 Main Street, Nanuet, NY 10954. Any proposals not delivered in person should be mailed to: Ryan Montal, Confidential Assistant to the Executive Director, Rockland Green, 172 Main Street, Nanuet, NY 10954.

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

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

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APPENDICES

Appendix A – Proposal Forms (Must be completed as part of the Proposal)

Business Proposal Forms

Business Proposal Form 1	Signature Page
Business Proposal Form 2	Proposer Qualifications
Business Proposal Form 3	Statement of Non-collusion
Business Proposal Form 4	Disclosure Statement
Business Proposal Form 5	Form of Proposal Bond
Business Proposal Form 6	Guarantor Acknowledgement
Business Proposal Form 7	Insurance Letter of Intent
Business Proposal Form 8	Consent of Surety for Performance Bond
Business Proposal Form 9	Affirmative Action Plan
Business Proposal Form 10	Addenda Acknowledgment Form
Business Proposal Form 11	Proposer Questions
Business Proposal Form 12	Disclosure of Supplier Responsibility Statement

Technical Proposal Forms

Technical Proposal Form 1	Equipment Inventory and Description
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Price Proposal Forms

Price Proposal Form 1	Hauling Services – Option A
Price Proposal Form 2	Hauling Services – Option B

Appendix B – Clarkstown Transfer Station Site Plan and Permit

Appendix C – Designated Long-Haul Driver Debarment Criteria

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Appendix D – Historical Quantities of Acceptable Waste

Appendix E – Fuel Replenishment Program

Appendix F – Department of Health Hauler Permit Application

Appendix G – Designated Disposal Facilities

Appendix H – Draft Hauling Service Agreement

Appendix I – Form of Performance Bond

Appendix J – Form of Guaranty Agreement

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SECTION 1.0 DEFINITIONS

Acceptable Waste:	Means Solid Waste, including Construction and Demolition Debris and any other materials agreed to by the parties. Acceptable Waste shall <u>not</u> include sewage or sewage 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, <u>et seq.</u> of the Public Authorities Law of the State of New York.
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 the Hauling Service Agreement to be entered into between Rockland Green and the Hauling Contractor.
Applicable Law:	Any law, rule, codes, standards, regulation, requirement, policy, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or legal entitlement issued 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 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).

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Change in Law	Shall have the meaning set forth in the draft Hauling Service Agreement (set forth in Appendix H hereto).
Clarkstown Fueling Station:	Means the above ground diesel fueling tank and discharge pump located on the Clarkstown Transfer Station Site, including computerized tracking of dispensed fuel.
Construction and Demolition Debris:	Means wastes which are generated as a result of construction, remodeling or demolition activities as defined by the NYSDEC.
Contractor:	Means the Hauling Contractor.
Contractor Equipment:	Means any equipment supplied by the Hauling Contractor, as required, including, but not limited to, trucks, trailers, spare parts, tools and any other equipment that is necessary to perform the Contract Services.
Contract Services:	Means everything required to be furnished and completed for and relating to the provision of the services being procured pursuant to this RFP, including the provision of Hauling Services by the Hauling Contractor.
County:	The County of Rockland, New York.
Designated Disposal Facility(ies):	Means the Disposal Facilities designated by Rockland Green for disposal/delivery of Acceptable Waste.
Disposal Facility:	As used herein, 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

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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.
Fuel Replenishment Program:	Means the purchase and distribution of diesel fuel by Rockland Green to the Hauling Contractor, as set forth in Section 3.3.4 hereof and Appendix E.
Guaranty Agreement	Means the Guaranty Agreement, set forth in Appendix J to this RFP, that will be executed by the Guarantor.
Guarantor	Means the entity that will enter into the Guaranty Agreement.
Hauling Contractor:	Means the person, partnership, or corporation providing solid waste hauling services that enters into the Hauling Service Agreement with Rockland Green.
Hauling Services:	Has the meaning set forth in Sections 2.2.1 and 3.3 of this Request for Proposals.
Hauling Service Agreement:	Means the agreement to be entered into, pursuant to this RFP for the provision of the Hauling Services.
Hauling Service	

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- Commencement Date:** Means the date upon which the Hauling Contractor shall commence providing the Hauling Services to Rockland Green. It is anticipated that the Hauling Service Commencement Date shall be March 1, 2024.
- Hauling Vehicles:** Means the tractor trailers capable of handling the required Tons of Acceptable Waste to be transported to the Designated Disposal Facility, and more specifically (i) with respect to Option A, long-haul tractors and Transfer Trailers capable of handling a minimum of 36.5 Tons per load in New York State; and (ii) with respect to Option B, tractors and Transfer Trailers capable of handling a minimum of 22.5 Tons per load for out-of-State disposal in the Commonwealth of Pennsylvania. The Hauling Contractor shall comply with all Applicable Law, including NYSDOT and PennDOT vehicle regulations as they relate to gross vehicle weight limits, as applicable.
- Hazardous Waste:** (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

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	contained in 10 CFR Part 40, except that Hazardous Waste does not include Qualified Household Hazardous Waste.
Materials Recovery Facility:	Means the materials recovery facility owned by Rockland Green located at 420 Torne Valley Road, Hillburn, New York, where commingled containers, mixed paper and cardboard are processed and recycled.
NYSDEC:	Means the New York State Department of Environmental Conservation.
NYSDOT:	Means the New York State Department of Transportation.
Operator:	Means the operator of the Transfer Station responsible for operating the Transfer Station, including the receipt and transfer of incoming Solid Waste.
Option A:	Has the meaning set forth in Section 2.2 of this RFP.
Option B:	Has the meaning set forth in Section 2.2 of this RFP.
Participating Firm:	Means a firm that is participating with the Proposer in the submission of a Proposal hereunder.
PennDOT:	Means the Pennsylvania Department of Transportation.
Pennsylvania DEP:	Means the Pennsylvania Department of Environmental Protection.
Proposal:	Means a Proposer's submission in response to this Request for Proposals.
Proposer:	Means the entity(ies) submitting a Proposal, including all entities sponsoring the Proposal or committed to undertaking a substantial role in the performance or guaranteeing of the Contract Services.
Proposal Forms:	Means the forms attached to this Proposal which are to be submitted by the Proposer.
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

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under Applicable Law. Qualified Household Hazardous Waste shall not constitute Hazardous Waste.

Regulated Medical Waste:

Means a regulated medical waste is 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.

Request for Proposals:

Means the request for proposals document(s) issued by Rockland Green – to procure Solid Waste Hauling Services from the Clarkstown Transfer Station to the Designated Disposal Facility(ies), as amended and supplemented.

Rockland Green:

Means the Rockland County Solid Waste Management Authority.

Service Fee:

Means the dollar per Ton fee payable to the Hauling Contractor for performing the Hauling Services.

Site:

Means the real property owned by Rockland Green, including the Transfer Station, and all ancillary property up to and including the fence line, upon which the Transfer Station is located, as identified in Appendix B, which contains the Transfer Station Site plan 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 Transfer Stations are permitted to 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.

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State:	Means the State of New York.
Tarping Station:	Means the location at the northeast section of the Transfer Station where Transfer Trailers will be tarped prior to weighing out.
Term:	Means the term of the Hauling Service Agreement, as further described in Section 3.2 of this RFP.
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 RFP.
Transfer Station:	Means the Clarkstown Transfer Station, the transfer station owned by Rockland Green and located at 166 South Route 303, West Nyack, New York, where Solid Waste is received, processed and transported off-site to a Disposal Facility.
Transfer Trailer:	Means a leak proof trailer, constructed with a moving floor or tipper floor, and having a capacity of 100 – 154 cubic yards.
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 pursuant to Applicable Law.
Uncontrollable Circumstance:	Means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Hauling Service Agreement, and which materially and adversely affects the ability of either party to perform any obligation hereunder, if such act, event or condition is beyond the

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

(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, subcontractors or affiliates of the Hauling Contractor or subcontractors, which affect the performance of the Contract Services;
- (5) the failure of any appropriate federal, State, Rockland Green or local public agency or private utility having operational jurisdiction in the area in which the Contract Services are being provided; and
- (6) acts of terror of a public enemy.

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(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 its employees, agents, suppliers, subcontractors or affiliates or any other person 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 Required Insurance;

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(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 Transfer Station, any other transfer station owned by Rockland Green, Rockland Green's material recovery facility (MRF), or the RPF or another Disposal Facility located in Rockland County;

(10) The failure or delay of any governmental body to issue any legal entitlements which are required for the performance of the Contract services;

(11) Any act, event or circumstance occurring outside the United States;

(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.

USEPA:

Means the United States Environmental Protection Agency.

Weigh Scale System:

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 2.0 BACKGROUND

2.1 Services to be Provided by the Hauling Contractor

Rockland Green, also known as the Rockland County Solid Waste Management Authority, (hereinafter "Rockland Green") owns the Clarkstown Transfer Station located at 166 S. Route 303, West Nyack, in the Town of Clarkstown, New York. (See the Transfer Station Site Plan showing the location of the facility, set forth in Appendix B).

The Clarkstown Transfer Station, which is operated by Rockland Green, receives Acceptable Waste as collected from within, as well as outside of the County. The information

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provided here is to assist Proposers in responding to this RFP; however, Rockland Green makes no representations or guarantees regarding the quantities of Acceptable Waste that will be delivered to the Transfer Station during the Term of the Agreement.

Acceptable Waste delivered to the Transfer Station is disposed of at the Designated Disposal Facilities. The current Designated Disposal Facilities are the Ontario Landfill, the Hyland Landfill, and on a limited basis the Chemung Landfill, all located in upstate New York. Rockland Green's agreement to deliver its Acceptable Waste to the current Designated Disposal Facilities is scheduled to expire on August 31, 2024. Rockland Green is in the process of securing the use of disposal facilities for the period from September 1, 2024 through August 31, 2029, plus a possible extension of up to five additional years. Although such disposal sites have not been selected, such sites have been narrowed down to either (i) continuing to deliver Acceptable Waste to the current Designated Disposal Facilities (i.e., the Ontario Landfill, the Hyland Landfill, and the Chemung Landfill) for the entire Term of the Hauling Service Agreement, or (ii) requiring the Hauling Contractor to deliver Acceptable Waste to the Ontario Landfill, the Hyland Landfill, and the Chemung Landfill through August 31, 2024 (when Rockland Green's existing agreement for disposal services expires) and thereafter requiring the Hauling Contractor to deliver Acceptable Waste to the Alliance Landfill as the primary landfill and the Grand Central Landfill as a back-up landfill, both located in the Commonwealth of Pennsylvania, as further described in Section 2.2 below.

2.2 Objective

Rockland Green seeks to solicit Proposals from qualified entities (including private companies and corporate entities), for Hauling Services from the Transfer Station to Rockland Green's Designated Disposal Facilities.

The Hauling Contractor will be required to provide the Hauling Services described in this RFP for an initial term of five years and six months, commencing on March 1, 2024. Such services may be extended for up to five (5) one-year renewal terms thereafter for a total potential renewal term of up to five (5) years.

The Hauling Contractor will be obligated to provide Hauling Services to the Designated Disposal Facilities as follows. From March 1, 2024 through August 31, 2024, the Hauling Contractor will transport Acceptable Waste from the Transfer Station to the following Designated Disposal Facilities: (i) the Hyland Landfill, (ii) the Ontario Landfill, and (iii) as a potential third

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alternate Designated Disposal Facility, to the extent directed by Rockland Green, the Chemung Landfill. All three Designated Disposal Facilities are located in New York State. Beginning on September 1, 2024 and throughout the remaining term of the Hauling Service Agreement, the Hauling Contractor will be required to either (i) continue to haul Acceptable Waste to the Hyland Landfill, the Ontario Landfill and the Chemung Landfill, as directed by Rockland Green, or (ii) haul Acceptable Waste to the Alliance Landfill located in Taylor, Pennsylvania (with the Grand Central Landfill located in Pen Argyl, Pennsylvania as back-up). **Rockland Green will make such determination prior to the execution of the Hauling Service Agreement.**

Accordingly, Rockland Green is seeking Proposals for one or both of the scenarios described above. As such, Proposers may submit Proposals in response this RFP for one or both of the following options:

Option A: Under Option A, from March 1, 2024 and for the entire Term of the Hauling Service Agreement, the Hauling Contractor will be required perform the Contract Services and do all things necessary to haul Acceptable Waste from the Transfer Station to the Hyland Landfill, the Ontario Landfill and the Chemung Landfill, as designated by Rockland Green from time to time.

Option B: Under Option B, the Hauling Contractor will be required to perform the Contract Services and do all things necessary to haul Acceptable Waste from the Transfer Station to the Hyland Landfill, the Ontario Landfill and the Chemung Landfill, as designated by Rockland Green, from March 1, 2024 through August 31, 2024. Thereafter, from September 1, 2024 and through the remaining Term of the Hauling Service Agreement, the Hauling Contractor will be required to haul Acceptable Waste from the Transfer Station to the Alliance Landfill, located in Taylor, Pennsylvania, or the Grand Central Landfill, located in Pen Argyl, Pennsylvania to the extent the Alliance Landfill is unavailable, and as designated by Rockland Green.

Proposers may propose on Option A, Option B or both Option A and Option B; however, Proposers are not required to submit Proposals for both Option A and Option B.

2.2.1 Scope of Services, Generally. The Proposer selected to provide Hauling Services (the “Hauling Contractor”) will perform such hauling services and will utilize the Contractor

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Equipment as necessary to haul Acceptable Waste from the Transfer Station to the Designated Disposal Facilities (the “Hauling Services”). The Hauling Contractor is required to provide Hauling Services for all Acceptable Waste delivered to the Transfer Station that is to be disposed of at the Designated Disposal Facility. The amount of Acceptable Waste delivered to the Transfer Station may differ in any given year. Rockland Green will not guarantee the delivery of any minimum quantities of Acceptable Waste to the Transfer Station. It is the Hauling Contractor’s sole responsibility to haul all Acceptable Waste delivered to the Transfer Station to the Designated Disposal Facility, regardless of variations in quantities and the reasons for such variations.

2.2.2 Loading of Acceptable Waste. Regardless of whether Rockland Green moves forward with Option A or Option B, the Hauling Contractor will be required to provide a sufficient number of Transfer Trailers at the Transfer Station to ensure that all Acceptable Waste is removed from the Transfer Station on a daily basis and that all loaded Transfer Trailers are removed from the of the Transfer Station Site and replaced with empty Transfer Trailers within a 24 hour period, as further described in Section 3.3.1 below. Additionally, the Hauling Contractor must ensure there are a sufficient number of empty Transfer Trailers on Site **at all times** for drop and hook loading in addition to Transfer Trailers available for live loading to accommodate the Transfer Station’s permitted capacity of 1,000 Tons per day.

2.2.3 Payment for Services. Rockland Green shall pay the Hauling Contractor for services in the form of a per-Ton Service Fee, as further described in Section 3.4 hereof.

2.3 Rockland Green Responsibilities, Rights, and Options

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

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

- This RFP does not obligate Rockland Green to procure or contract for any services whatsoever, nor does it obligate Rockland Green to procure Hauling Services.
- All costs incurred by Proposers in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and

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

- All Proposals become the property of Rockland Green and will not be returned.
- Rockland Green has the right to cancel this RFP without issuing another RFP or to amend, supplement, or otherwise modify the RFP, including the scope of services, or otherwise request additional information without prior notice.
- Rockland Green may reject and return unopened any responses not received by the deadline for receipt of Proposals or may extend the deadline date for submission of Proposals and modify schedule dates.
- Rockland Green has the right to eliminate any Proposer who submits an incomplete and inadequate response or is not responsive to the requirements of the RFP.
- Rockland Green has the right to waive any technicalities or immaterial irregularities in the Proposals.
- Rockland Green has the right to reject, for any reason, any and all Proposals and components thereof and to eliminate any and all Proposers responding to the RFP from further consideration for this procurement.
- Rockland Green has the right to select the Proposer(s) who best satisfies the interests of Rockland Green and is most responsive to the RFP, and not necessarily on the basis of price or any other single factor.
- Rockland Green reserves the right to enter into agreements for only portions (or not to enter into agreements for any) of the services solicited in this RFP with one or more of the Proposers based upon Rockland Green's judgment of the best single Proposal or combination of Proposals to address Rockland Green's objectives.
- Rockland Green, in its sole discretion, has the right to discontinue negotiations with any selected Proposer at any time prior to the execution of the Hauling Service Agreement.
- Rockland Green reserves the right to conduct investigations of the Proposers (including visits and examination of any of the facilities referenced in each Proposal and to observe and investigate the services provided at such facilities) and their responses to

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- the RFP and to request additional evidence to support the information included in any such response.
- Neither Rockland Green, its staff, its representatives, nor any of its consultants will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 - Notwithstanding any other provision set forth herein, no contract, agreement, bid or Proposal awarded by Rockland Green shall be binding and valid until fully executed by the parties.
 - Rockland Green reserves the right, at any time, to determine that any or all Proposers will not be selected for further consideration and to notify such Proposers of Rockland Green's determination.
 - Rockland Green may conduct clarification discussions, at any time, with one (1) or more Proposers and request additional information relating thereto.
 - Rockland Green may receive questions from Proposers and provide such answers, as it deems appropriate.
 - Rockland Green reserves the right to extend the deadline for submission of Proposals and modify schedule dates.
 - Rockland Green reserves the right to issue additional or subsequent solicitations for Proposals.
 - Rockland Green reserves the right to designate, at any time, one (1) or more Proposers whom it may select to have a full evaluation of their Proposal(s).
 - Rockland Green reserves the right to amend, supplement, or otherwise modify this RFP, including the scope of services, or otherwise request additional information without prior notice.
 - All activities related to this RFP and the performance under the Hauling Service Agreement shall be subject to Applicable Law.
 - Rockland Green reserves the right to request Proposers to send representatives to attend Authority interviews.
 - Rockland Green reserves the right to eliminate any Proposer that has a record of material non-compliance with any Applicable Law. Rockland Green also reserves the

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right to eliminate any Proposer whose Predecessor Company (or Interested Party of either the Proposer or Predecessor Company) has a record of material non-compliance with any Applicable Law.

- Rockland Green reserves the right to waive attendance at any mandatory pre-proposal conference on a case-by-case basis.
- Rockland Green reserves the right to award one single contract for all services or multiple contracts for such services.

By responding to this RFP, Proposers acknowledge and consent to Rockland Green's rights and conditions set forth herein relative to the procurement process and the selection of a Proposer to negotiate the Hauling Service Agreement.

2.4 Legal Authority and Limitation

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

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

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2.5 Schedule

The following table sets forth the procurement schedule for this RFP.

Task	Date
RFP Issuance	October 31, 2023
Mandatory Pre-Proposal Conference and Site Visit*	3:00 p.m., November 8, 2023
Final Date to Submit Clarification Questions	November 15, 2023
Clarification Response Period	November 16 - 22, 2023
Proposals Due**	December 6, 2023
Evaluation Period and Contract Negotiations	December 7 2023 – January 4, 2024
Board Authorization of Selected Proposers	January 25, 2024
Contract Services Begin	March 1, 2024

* Attendees of the Preproposal Conference and Site visit must bring their own PPE.

** One (1) original and four (4) copies of each Proposal along with a searchable PDF copy of the Proposal on a USB flash drive shall be submitted in a single envelope, bearing on the outside the name of the Proposer and the name of the procurement. **No electronic submittals will be accepted.**

SECTION 3.0 SCOPE OF SERVICES

3.1 Overview

This section summarizes the terms and conditions pertaining to the performance of the Contract Services, which will be included in the Hauling Service Agreement to be executed with the Hauling Contractor. Proposers are advised that the Hauling Service Agreement will be the definitive statement of the mutual responsibilities, obligations and liabilities of Rockland Green and the Hauling Contractor. In the event of a conflict between the scope of services set forth herein and the Hauling Service Agreement, the Hauling Service Agreement shall govern.

3.2 Agreement Term

Regardless of whether a Proposer submits a Proposal for Option A, Option B, or both Options A and B, all submitted Proposals must provide for a mandatory five and one half (5.5) year initial term commencing on March 1, 2024, the Hauling Service Commencement Date. The Hauling Service Agreement will also provide for up to five (5) additional one-year renewal terms exercisable by Rockland Green.

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Rockland Green makes no representations or guarantees regarding the quantities of Acceptable Waste, which will be delivered to or hauled from the Transfer Station during the Term of the Hauling Service Agreement, nor does Rockland Green make any representation as to whether it will direct the Hauling Contractor to deliver Acceptable Waste to the back-up Designated Disposal Facility.

3.3 Hauling Services

As with any municipal waste system, quantities of waste will fluctuate depending on the day of the week, month of the year, and occurrence of holidays. Rockland Green makes no representations or guarantees regarding the quantities of Acceptable Waste, which will be delivered to the Transfer Station during the Term of the Hauling Service Agreement. The Hauling Contractor is responsible for hauling all Acceptable Waste delivered to the Transfer Station on a daily basis, regardless of variations in waste quantity, to the Designated Disposal Facility(ies). In addition, the Hauling Contractor is responsible for ensuring that there are a sufficient number of Transfer Trailers available to ensure that the Transfer Station operator is able to comply with Applicable Law, including NYSDEC Special Conditions requirements, such as cleaning the Transfer Station floor at the end of each day.

3.3.1 Description of Hauling Services

Rockland Green requires the Hauling Contractor to furnish all labor, materials, supplies, and equipment needed to perform Hauling Services in accordance with the Hauling Service Agreement. The Hauling Contractor will provide watertight Transfer Trailers for transport of Acceptable Waste to the Designated Disposal Facility(ies) as applicable. The Hauling Contractor is required to provide insurance for its hauling vehicles and name Rockland Green, its officers, agents, employees, and consultants as “additional insured” on all such policies. The Hauling Contractor shall also obtain all permits, including overweight permits, as applicable, and licenses required for the provision of Hauling Services. The Hauling Contractor will be solely responsible for paying tolls, and increases in tolls, related to the transportation of Acceptable Waste for disposal.

The Hauling Contractor shall provide a sufficient number of tractor-Transfer Trailer combinations to be loaded by Rockland Green in order for Rockland Green to comply with Applicable Law, including the operating permit requirements, which allow for the receipt of 1,000 Tons of Acceptable Waste per day and which require Rockland Green to clear the Transfer Station

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floor at the end of each day. For waste to be delivered to the Hyland, Ontario and Chemung Landfills, each Transfer Trailer shall be loaded with Acceptable Waste to full capacity with a (minimum payload of 36.5 Tons). For waste to be delivered to the Alliance or Grand Central Landfills, each Transfer Trailer shall be loaded with Acceptable Waste to full capacity with a minimum payload of 22.5 Tons. The Hauling Contractor shall be required to (i) remove **all** loaded Transfer Trailers within 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 (ii) replace each such loaded Transfer Trailer with an empty Transfer Trailer. The Hauling Contractor shall cooperate with Rockland Green, as operator of the Transfer Station, in scheduling the arrival and departure of tractor-Transfer Trailers in order to meet the daily loading and hauling requirements and maintain compliance with requirements to have the tipping floor clean of Acceptable Waste by the end of each operating day, and to avoid the need to store Acceptable Waste outside of the Transfer Station structure.

3.3.1.1 Drop and Hook Procedures. With respect to both Option A and Option B, the Hauling Contractor shall maintain a sufficient quantity of empty Transfer Trailers on the Transfer Station Site **at all times** for the availability of drop and hook loading to ensure that the tipping floor is cleared at the end of each day. Such empty Transfer Trailers shall be stored on the Site in a location to be designated by Rockland Green. Once the Hauling Contractor brings an empty Transfer Trailer to the Transfer Station, the Transfer Station Operator will 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 then proceed to the Transfer Station 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's Weigh Scale receipt. 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 affixed to the Tractor Trailer by the Operator. Hauling Vehicles returning from the Designated Disposal Facility(ies) shall deposit an empty Transfer Trailer and hook up only to loaded Transfer Trailers with attached receipt and manifest. The Hauling Vehicle shall fuel prior to leaving the Transfer Station Site as set forth in Section 3.3.4.

3.3.2 Transportation for Disposal.

The Hauling Contractor shall provide a sufficient number of Hauling Vehicles to haul and dispose of Acceptable Waste in a manner which permits the Transfer Station to operate efficiently and maximizes the amount of such waste that may be loaded into such Hauling Vehicles and removed from the Transfer Station on a daily basis. The Hauling Contractor shall be required to inspect all Hauling Vehicles loaded by the Operator to ensure that such Hauling Vehicles have been tarped correctly and shall confirm that the Hauling Vehicle may be used to transport Acceptable Waste in accordance with Applicable Law.

The Hauling Contractor shall transport Acceptable Waste to the Designated Disposal Facility(ies) provided by Rockland Green. The Hauling Contractor shall comply with Rockland Green's directive to use one of the back-up Designated Disposal Facility(ies) on certain occasions upon receipt of notice from Rockland Green. The Hauling Contractor will be responsible for coordinating the receiving hours at the Designated Disposal Facilities with its hauling operations to ensure that smooth, efficient disposal services are provided.

The Hauling Contractor's Hauling Services obligations shall apply only to hauling over the road to the Designated Disposal Facility(ies).

3.3.3 Description of Hauling Vehicles Provided by the Hauling Contractor.

The Hauling Contractor is required to furnish sufficient Hauling Vehicles for the Hauling Contractor to perform the required Hauling Services. The Hauling Contractor is responsible for meeting all permitting, inspection, and registration requirements for Hauling Vehicles, including NYSDOT permits for overweight vehicles, at no additional fee to Rockland Green. The Hauling Contractor shall also be responsible for meeting all permitting, inspection, and registration requirements for the Commonwealth of Pennsylvania, should Rockland Green elect to move forward with Option B.

The Hauling Contractor shall provide and maintain the Hauling Vehicles at its own cost and expense.

3.3.4 Fuel Replenishment Program.

Rockland Green shall provide diesel fuel to the Hauling Contractor for the Hauling Vehicles hauling Acceptable Waste from the Transfer Station to the Designated Disposal Facility(ies), including the back-up Designated Disposal Facility. Such Diesel Fuel shall be

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provided to the Hauling Contractor in accordance with Applicable Law and subject to the fuel limitations set forth in Appendix E to this RFP.

Hauling Vehicles shall be fueled at Rockland Green fueling station located at the Transfer Station Site, or, in the future, such other fueling location at the Site as designated by Rockland Green. For live loads only, all fueling must occur prior to the Transfer Trailer being loaded to its full capacity (a minimum of 36.5 Tons for Option A, and a minimum of 22.5 Tons for Option B). All such other fueling must occur only: (a) after the Transfer Trailer has been loaded to its full capacity; and (b) in compliance with the Transfer Station fueling instructions. Failure to comply with these requirements may result in the debarment of such individual driver.

The parties acknowledge and agree that (a) the provision of diesel fuel hereunder is solely for the benefit of Rockland Green; (b) Rockland Green is the purchaser of record of such diesel fuel; (c) the Hauling Contractor is not authorized to purchase diesel fuel on behalf of Rockland Green; (d) the Hauling Contractor shall not exceed its fuel allotment set forth in Appendix E (Fuel Replenishment) of this RFP.

3.3.5 Hauling Routes.

In delivering Transfer Trailers to and removing Acceptable Waste from the Transfer Station, the Hauling Contractor, or its subcontractor, shall use only State and County roads, except as otherwise approved by Rockland Green as necessary alternatives. When transporting Acceptable Waste from the Transfer Station Site to the Designated Disposal Facility, and when returning to the Transfer Station, the Hauling Contractor, or its subcontractor, shall use the routes that comply with Applicable Law, including NYSDOT rules and regulations and PennDOT rules and regulations under Option B.

3.3.6 Maintenance and Repair of Hauling Vehicles

The Hauling Contractor shall, at its own cost and expense, maintain its fleet of Hauling Vehicles. The Hauling Contractor is required to maintain daily, weekly, monthly, and annual records of all repairs and maintenance for all Hauling Vehicles being used to provide the Hauling Services. Each month, the Hauling Contractor shall provide in its monthly report the applicable motor vehicle profile through Safer System. Such report shall reflect any applicable Department of Transportation violation. The above notwithstanding, the Hauling Contractor shall immediately notify Rockland Green of any Department of Transportation violation against the Hauling Contractor (whether from the NYSDOT or the PennDOT), its drivers or its subcontractors in

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relation to the Hauling Services. To the extent the Hauling Contractor does not notify Rockland Green of any such violation within 24 hours of its receipt thereof, Rockland Green shall have the right to immediately terminate the Hauling Service Agreement.

The Hauling Contractor's maintenance and repair plan shall include the number and types of equipment utilized for maintenance and repair of the Hauling Vehicles. No repairs of Hauling Vehicles are to be performed on the Site.

3.3.7 Qualifications of Personnel.

The Hauling Contractor will provide experienced and qualified personnel to provide the Hauling Services. Drivers must be licensed for the appropriate application and class of vehicle. The Hauling Contractor will conduct a check of drivers' licenses to determine validity and the severity of moving violations, if any. The Hauling Contractor must check the background of individuals to verify qualifications and experience. Proposers shall submit with their Proposals their in-service driver training and safety program. Throughout the Term of the Hauling Service Agreement, the Hauling Contractor shall be required to maintain on file and available for Rockland Green review, the license number and record of violations for each driver utilized by the Hauling Contractor.

Firms submitting Proposals are to include in their operations plan the number of drivers to be provided for Hauling Services. A current list of all key personnel and their contacts shall be included in the Proposal, as well as resumes of such key personnel and a description of their responsibilities.

In the event an employee of the Hauling Contractor is disorderly, obscene, or grossly discourteous to any Rockland Green employee or member of the public at the Transfer Station, any other transfer station owned by Rockland Green, Rockland Green's Material Recovery Facility, Designated Disposal Facility(ies), or the RPF 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.

3.3.8 Expansion and Reduction of Services.

Rockland Green reserves the right to expand or reduce the scope of Contract Services to be performed by the Hauling Contractor during the Term of the Hauling Service Agreement. To the extent Rockland Green seeks to expand the scope of Contract Services, Rockland Green may request that the Hauling Contractor provide additional services to Rockland Green, which are similar to the applicable Contract Services specified in this RFP. Rockland Green and the Hauling Contractor shall mutually agree to the terms and conditions relating to the Hauling Contractor providing such additional services prior to the commencement of such services. Such Hauling Service Agreement shall be amended by the parties to provide for such additional services. Rockland Green shall be under no obligation to have such Contractor provide any such additional services, and such services may be provided by Rockland Green or a third party.

3.4 Service Fee

Hauling Service Agreement

Commencing on the Hauling Service Commencement Date, the Hauling Contractor will be entitled to the payment of a service fee for the performance of the Contract Services. For the period of March 1, 2024 through August 31, 2024, the Service Fee shall apply to Hauling Services to the current Designated Disposal Facilities (i.e., the Hyland Landfill, the Ontario Landfill and under limited circumstances the Chemung Landfill). Commencing on September 1, 2024 and for the remainder of the Term, the Service Fee shall apply to Hauling Services to either (i) the Ontario Landfill, the Hyland Landfill, and the Chemung Landfill pursuant to Option A, or (ii) the Alliance Landfill, with the Grand Central Landfill as back-up, pursuant to Option B. (If during the Term, Rockland Green directs the Hauling Contractor to deliver Acceptable Waste to a Disposal Facility other than the then-current Designated Disposal Facility(ies) identified in this RFP, Rockland Green and the Hauling Contractor agree to make good faith efforts to establish a pro-rata adjustment to the Service Fee to reflect the change in mileage to such Disposal Facility as compared to the mileage to the then-current Designated Disposal Facility.)

The applicable Service Fee for Hauling Services will be paid in monthly installments, to be invoiced on the last day of each calendar month, for service rendered during the previous month, due and payable within thirty (30) days. These fees are Rockland Green's sole payment obligation to the Hauling Contractor for the Contract Services described herein.

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The Service Fee payments will be based upon the Hauling Contractor's proposed prices set forth on Price Proposal Form 1 if Rockland Green selects Option A and Price Proposal Form 2 if Rockland Green selects Option B.

3.5 Rockland Green's Responsibilities

Rockland Green's Responsibilities with regard to the Hauling Services are as follows:

- (a) Operate and maintain the Weigh Scale Systems; and
- (b) Notify the Hauling Contractor in advance of planned extended or additional hours of Weigh Scale Systems operation and/or operation of Weigh Scale Systems on Saturdays or Authorized Holidays. In case of emergencies, Rockland Green will give as much advance notice as possible.

3.6 Rockland Green Holidays

Rockland Green officially observes the following six (6) holidays each calendar year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Rockland Green will provide the exact dates of observance of the above holidays in late December of each year. The Weigh Scale will be closed on the above holidays, unless Rockland Green advises otherwise. If Rockland Green requests that the Transfer Station remains open on a Rockland Green holiday, Rockland Green will pay the Hauling Contractor an additional fee based on the Hauling Contractor's Proposal. If the Transfer Station remains open on a Rockland Green holiday due to the fault of the Hauling Contractor, the Hauling Contractor shall bear its added costs and Rockland Green's added costs for working on Rockland Green recognized holiday. Other holidays recognized by the Hauling Contractor or its employees will not be recognized by Rockland Green and the Hauling Contractor must perform Hauling Contract Services on these days. Except as otherwise specified in this Section, Rockland Green will not pay the Hauling Contractor any additional fee for work performed by the Hauling Contractor on holidays not recognized by Rockland Green.

3.7 Emergency Services

To the extent the Hauling Contractor fails to sufficiently perform the Contract Services in accordance with the Contract Standards for a 24-hour period, Rockland Green may, in addition to any other rights or obligations set forth in the Hauling Service Agreement, elect in its sole

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discretion to perform, or caused 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 4.0 GENERAL PROVISIONS

4.1 Service Area

The Hauling Contractor shall provide Acceptable Waste hauling services from the Clarkstown Transfer Station in a manner consistent with the contract requirements provided herein. It is the Hauling Contractor's responsibility to become familiar with the Transfer Station and geographic region, as well as the routes to and from the Designated Disposal Facility(ies).

4.2 Contract Payments

Rockland Green shall pay the Hauling Contractor in accordance with the terms of the Hauling Service Agreement.

4.3 Termination

(a) Rockland Green will have the right to terminate the Hauling Service Agreement for an Event of Default on the part of the Hauling Contractor without any requirement of notice or cure opportunity, for each of the following:

- (i) Failure of the Hauling Contractor to commence work operations within the time specified in the Hauling Service Commencement Date;
- (ii) The unauthorized assignment of the Hauling Service Agreement or any funds due therefrom;
- (iii) Failure of the Hauling Contractor to provide the NYSDOT and PennDOT (as applicable) vehicle profile in its monthly report;
- (iv) Failure of the Hauling Contractor to comply with Applicable Law, including obtaining the necessary DOH and NYSDOT and PennDOT (as applicable) permits;
- (v) Failure of the Hauling Contractor to notify Rockland Green of any NYSDOT and PennDOT (as applicable) violations within 24-hours of its notice thereof;

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(vi) Failure of the Hauling Contractor to provide the Hauling Services, including providing and maintain sufficient labor and equipment, and number of vehicles to perform the Hauling Services within a 24-hour period;

(vii) Failure of the Hauling Contractor to obtain and maintain the Security Instruments in accordance with Sections 5.14, 5.15 and 5.16 hereof;

(viii) 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;

(ix) 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; or

(x) The failure of the Hauling Contractor to comply with the provisions set forth in Section 4.8 of this RFP regarding a change in ownership of the Hauling Contractor.

(b) Each of 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 prior notice and an opportunity to cure such Event of Default:

(i) Failure on the part of the Hauling Contractor to comply with the Hauling Service Agreement or any material requirement stated herein, or to comply with any requirements of Rockland Green; or

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(ii) 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.

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

Upon such suspension or cancellation, Rockland Green shall have the power to perform and complete, by contract or otherwise, as it may determine, the work herein described or such part thereof as it may deem necessary and the Hauling Contractor agrees that Rockland Green shall have the right to procure equipment, labor and materials necessary for the completion of the Hauling Services.

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

4.4 Termination for Convenience

Rockland Green shall have the right during the Term of the Hauling Service Agreement to terminate such agreement for its convenience upon sixty (60) days' notice to the Hauling Contractor.

4.5 Breach of Contract

If the Hauling Contractor fails to perform or to perform in a satisfactory manner as required in the Hauling Service Agreement, or to perform within applicable federal, State, County and local laws, rules and ordinances, Rockland Green shall have the right to take whatever corrective action as Rockland Green deems appropriate, including, but not limited to, withholding of contract payments, terminating such Hauling Service Agreement or calling upon the surety which has issued the performance bonds and all interest which may have accrued from the date of initial deposit with Rockland Green.

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

4.6 Uncontrollable Circumstance

Neither the Hauling Contractor nor Rockland Green shall be liable for the failure to fulfill its respective responsibilities as provided for in the Hauling Service Agreement, nor for any resultant damages or financial losses if such failure is caused by a riot, war, governmental order or regulation which prohibits the fulfillment of the Hauling Contractor's obligations in the Hauling Service Agreement or natural catastrophe which makes performance of the Hauling Service Agreement impossible as determined by the Executive Director of Rockland Green. If the Executive Director of Rockland Green determines that the event which caused the disruption of services has ended, but the Hauling Contractor does not resume service after notification, it will constitute a breach of that contract. Closure of a Disposal Facility the Hauling Contractor was using or intended to use does not constitute an Uncontrollable Circumstance, notwithstanding Rockland Green's approval of such facility.

4.7 Assignment of Contract

The Hauling Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Hauling Service Agreement, or of his 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 thereof, or his power to execute the Hauling Service Agreement, to any other person or corporation without the previous written consent of Rockland Green. If the Hauling Contractor violates this Section, Rockland Green shall have the right in its sole discretion to revoke the Hauling Service Agreement and the Hauling Contractor shall forfeit all monies earned thereunder.

4.8 Change in Ownership of Contractor or a Parent Company

The Hauling Contractor shall provide Rockland Green sixty (60) days' prior written notice of any change of any nature in the ownership or ownership structure of the Hauling Contractor, including any transfers of shares of stock or units of ownership in the Hauling Contractor, and any changes in the ownership or structure of ownership of a parent company of the Hauling Contractor

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or a subsidiary company of the Hauling Contractor. In Addition, if the Hauling Contractor is a privately held company, the Hauling Contractor shall provide Rockland Green with sixty (60) days' prior written notice of any changes in the officers, principals or directors of the Hauling Contractor. Along with such notices, upon request of Rockland Green, the Hauling Contractor shall provide any supporting information related to such change in ownership, ownership structure or change in the officers, principals or directors of the Hauling 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 thirty (30) days' notice to the Hauling Contractor. If the Hauling Contractor violates this Section, Rockland Green shall have the right in its sole discretion to revoke the Hauling Service Agreement and the Hauling Contractor shall forfeit all monies earned hereunder.

4.9 Reimbursement

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

4.10 Withholding

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

4.11 Joint Liability

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

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4.12 Binding Effect

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

4.13 Amendment of the Contract

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 Hauling Service Agreement with signed copies retained by both parties.

4.14 Notification

Operating Notices

Any notices or communications hereunder related to routine, operation matters arising under the Hauling Service Agreement and related day-to-day operations issues, shall be in writing and may be delivered by email or may be given personally by telephone promptly followed by email or facsimile confirmation to Rockland Green.

Notices Other than Operating Notices

All notices, consents, approvals or communications given pursuant to the terms of the Hauling Service Agreement other than Operating Notices, shall be given in writing and shall be sufficiently given if delivered in person or by overnight courier to Rockland Green.

4.15 Insolvency

If at any time prior to the date herein fixed as the termination of the Term of the Hauling Service Agreement, there shall be filed by or against the Hauling Contractor, in any Court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Hauling Contractor's property, and within thirty (30) days thereof the Hauling Contractor fails to secure a discharge thereof, or if the Hauling Contractor makes an assignment for the benefit of creditors, or petitions for, or enters into an arrangement, such Hauling Service Agreement may be declared canceled and terminated and in which event neither the Hauling Contractor nor any person claiming through or under such Hauling Contractor or by virtue of any statute or of an order of any court shall be entitled to such Hauling Service Agreement nor any rights therewith.

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

4.16 No Consequential or Punitive Damages

In no event shall either 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.

4.17 Forum for Dispute Resolution

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

4.18 No Waivers

No action of either party pursuant to the Hauling Service 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 such Hauling Service Agreement. No course of dealing or delay by either party in exercising any right, power or remedy under such Hauling Service 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 either party under such Hauling Service Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

4.19 Liquidated Damages

The Hauling Service Agreement provides for the payment by the parties of liquidated damages in certain circumstances of nonperformance, breach and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to

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ascertain, and that the liquidated damages provided for therein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Such liquidated damages shall constitute the only damages payable by the non-performing, breaching or defaulting party, regardless of legal theory. Nothing in this section shall be construed to limit any non-damage remedies, including termination, also provided for therein with respect to any such nonperformance, breach or default.

4.20 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 by contract on all subcontractors hired with Rockland Green's consent to perform work related to performance of its obligations hereunder and shall take all reasonable actions necessary to enforce such provisions. The 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 demonstrate compliance with Rockland Green's Affirmative Action Program by submitting Business Proposal Form 9.

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.

4.21 Notice of Litigation

Each party shall deliver written notice to the other of any legal proceeding to which it is a party and which questions the validity or enforceability of its respective Agreement or any other

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related agreement executed by Rockland Green or such Contractor or any permit or order issued in connection herewith.

4.22 Further Assurances

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

4.23 Participation in Pilot Studies

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

In the event that the Hauling Contractor desires to implement a pilot program(s) to test new developments in collection, materials processing, the use of alternatively derived fuels, or solid waste management, the Hauling Contractor shall provide Rockland Green with written notice. The Hauling Contractor shall not implement such program(s) without Rockland Green's prior written approval. Cost savings realized through any such pilot program shall be applied toward the Service Fee.

SECTION 5.0 PROPOSAL SUBMISSION REQUIREMENTS

5.1 General Provisions

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

Proposals shall be enclosed in a sealed opaque envelope plainly marked with the title of the work and "RFP-2023-11" and the name and address of the Proposer on the outside. One (1) original and four (4) copies of the Proposal along with a searchable PDF copy of the Proposal on

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a USB flash drive shall be submitted. One copy must be clearly marked “original” and must contain all original executed copies. Late proposals may be considered non-responsive and may be returned to the Proposer unopened. NO PROPOSAL will be accepted unless filed at the place designated herein. When sent by mail, the sealed Proposal, marked as above, shall be enclosed in an additional envelope similarly marked and addressed to the person stipulated in the Notice to Proposers. Proposals received prior to the time of opening will be securely kept unopened. Proposals received thereafter may be returned unopened.

Proposals shall be submitted with the Proposal Forms set forth in the RFP. All blank spaces for Proposal prices shall be properly filled in, in ink, or typed. All Proposal Forms included in this Request for Proposals must be completed and submitted with all blank spaces for Proposal prices filled in with the Proposal amount in order to be considered a responsible Proposer.

Proposers shall submit with their Proposals the Affidavit of Disclosure of political contributions required by Applicable Law. A copy of the form of such Affidavit is provided in Appendix A.

5.2 Expenses of Proposal Preparation

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

5.3 Confidential Information

The New York State Freedom of Information Law, Public Officers Law, Article 6, Section 84-90 provides for public access to government records. However, Proposals may contain trade secrets and other technical, financial, or administrative data whose public disclosure could cause substantial injury to the Proposer’s competitive position. Proposer must specifically identify and mark the pages of its Proposal that contains such information and insert the following notice in the front of its Proposal:

NOTICE

The data on pages _____ of this Proposal identified by an asterisk (*) contain technical or financial information, which are trade secrets and/or whose disclosure would cause substantial injury to the (Proposer’s) competitive position. The (Proposer) requests that such data be used only for the evaluation of the Proposal, but understands that the disclosure will be limited to the extent that Rockland Green considers proper under the law. If an

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agreement is entered into with this (Proposer), Rockland Green shall have the right to use or disclose the data as provided in the Hauling Service Agreement, unless otherwise obligated by law.

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

5.4 Requests for Clarification

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

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

- A. Proposers shall promptly notify Rockland Green in writing of any ambiguity, inconsistency or error which they may discover upon examination of the Proposal documents or of local conditions.**
- B. Proposers requiring clarification or interpretation of any of the RFP documents shall make a written request to Rockland Green, addressed as follows:**

Ryan Montal
Confidential Assistant to the Executive Director
Rockland Green
172 Main Street
Nanuet, New York 10954
Email: rmontal@rocklandgreen.com

- C. All requests for clarification and interpretation must be received at least five (5) days prior to the date fixed for the submission of the Proposals.**

- D. Any interpretation, correction or change in the Proposal documents will be made only by written addendum. Interpretations, corrections or changes made in any other manner will not be binding and shall not be relied on by Proposers. Addenda will be mailed using an overnight delivery service with receipt, certified mail, return receipt requested or by email with confirmation of receipt to all prospective Proposers known to have received a complete set of Proposal documents (at the respective address furnished for such purposes). No addenda will be issued later than five (5) days prior to the date set for opening of Proposals, except for a postponement of the Proposal date.**
- E. Along with submission of a Proposal, each Proposer shall confirm that he has received all addenda issued. The Proposer shall acknowledge receipt of addenda by completing the Proposal Form - Addenda Acknowledgment Form.**

5.5 Proposer Interviews

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

5.6 Proposer Inspection and Acceptance of Conditions

The submission of a Proposal in response to this RFP shall be considered a representation that the Proposer has carefully inspected all conditions which affect or may, at some future date, affect the performance covered by the Proposal, and that the Proposer is fully informed concerning Rockland Green's operations and the conditions to be encountered, character, quality, and quantity of work to be performed. In addition, a submission shall indicate that the Proposer is familiar with all federal, State, and local laws which in any way affect the performance of the Hauling Services.

Rockland Green strongly recommends that a Proposal should only be submitted after a personal inspection has been made of the Clarkstown Transfer Station and vicinity as addressed in this RFP. Proposers are responsible for becoming familiar with the Transfer Station and proposed transportation routes. Proposers should take notice of traffic patterns, including narrow and one-way streets, and hilly and flat terrain.

By submission of the Proposal, each Proposer shall be deemed to have personally inspected the Clarkstown Transfer Station and its vicinity and become familiar with all conditions therein,

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including loading operations, Weigh Scale System procedures, and routes of ingress and egress from the Transfer Station.

5.7 Continuing Obligation

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

5.8 Proposal Organization

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

- I. COVER LETTER AND EXECUTIVE SUMMARY
- II. PROPOSAL OUTLINE
 - A. PLAN OF SERVICE
 - Hauling
 - Vehicle Maintenance
 - Driver Qualifications
 - B. QUALIFICATIONS
 - Organizational Chart
 - Key Personnel
 - Demonstration of experience of key Personnel
 - Record of compliance with applicable law
 - References from Contract communities
 - Evidence of Financial Soundness
 - C. SERVICE FEE
 - D. PROPOSAL SECURITY
- III. EXCEPTIONS/MARK-UP TO AGREEMENT
- IV. PROPOSAL FORMS

5.9 Cover Letter and Executive Summary

The cover letter is the Proposer's official letter transmitting the complete Proposal to Rockland Green. The cover letter will designate the individuals who will be the key technical and business negotiators. This letter is to be typed on the Proposer's letterhead and is to be signed by an officer of the Proposer who is empowered to sign such material and to commit the Proposer to the obligations contained in the Proposal. If the Proposer is a joint venture, an authorized representative of each of the participating firms is required to sign the letter.

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

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

5.10 Plan of Service

Proposers shall submit details on how the Contract Services shall be addressed, including: (1) the size and age of its proposed fleet, (2) the number of Hauling Vehicles the Hauling Contractor will make available to use for such services, (3) its plan for vehicle maintenance, (4) the qualifications of its drivers, (5) a description of its planned loading methodology, including proposed ratio of live loads to drop and hook loading, and (6) planned truck routes and distances to the Designated Disposal Facility(ies).

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5.11 Proposer's Qualifications

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

A. Experience

Proposers must submit their Proposals the information requested herein in order to permit Rockland Green to assess the qualifications of the Proposer and/or key personnel, which would be dedicated to carrying out the Hauling Contractor's obligations under the Hauling Service Agreement.

Proposers must demonstrate five (5) years of experience transporting Solid Wastes consistent with the scope of work contained herein. Proposers must complete and submit the Proposal Form - Proposer's Qualifications.

In addition, Proposers must list and describe a maximum of five (5) contracts for Solid Waste Hauling services of a similar nature within the last five (5) years. Include the following information regarding each contract:

- Name of client (or owner);
- Location of transfer station(s);
- Start and completion dates of contract;
- Approximate value of contract;
- Type and quantities of waste;
- Annual tonnage transferred;
- Loading procedure and equipment utilized; and
- Locations of disposal facility(ies).

Proposers shall provide the name, title, and telephone number of one (1) reference for each of the contracts listed above.

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Proposers reflecting experience in fewer than three (3) hauling services contracts or less than five (5) years of hauling services experience may not be further considered by Rockland Green.

B. Proposer's Equipment

Proposers must submit an inventory and description of all equipment to be used in the performance of the Contract Services. The description shall include the make and model and age of each piece of its equipment proposed and the purpose of each such piece of equipment, the per Ton capacity of each Hauling Vehicle proposed to be used, the fuel efficiency, mileage, and engine hours for each piece of Hauling Vehicle proposed to be used, and its plan of maintenance for the equipment proposed to be used for the Contract Services.

C. Key Personnel Staffing Charts and Organization

Proposers must submit resumes of management, supervisory, and maintenance personnel assigned to the performance of the Contract Service as well as organization charts to identify the functions of such key personnel. Organization charts for the Contract Services are to be included in the Proposal to identify the functions of key personnel. Resumes are to be formatted, as illustrated below. Proposers must list total manpower level and job classifications for the Contract Services to be provided.

Resume Format

Personnel resumes are not to exceed two (2) typed 8 ½" x 11" pages, double spaced. The required format is:

- Name
- Title of Proposed Position
- Description of Responsibilities
- Relevant Experience
- Education
- Certificates, Licenses, etc.

D. Proposer

Proposers shall identify, on Business Proposal Form 2, all Participating Firms (as defined in Business Proposal Form 2) involved in providing the Contract Services.

The proposed contractual relationships between the Proposer and each Participating Firm shall be outlined in this section. Proposers shall describe the history of the relationships among

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the team members, including a description of past working relationships. The qualifications of each subcontractor shall be summarized.

The history, ownership, organization, and background of the Proposer shall be provided. If the Proposer is a joint venture, the required information shall be submitted for each member of the joint venture firms. Please be advised that Rockland Green reserves the right to reject any Proposal from an entity that has not been in operation for a minimum of three (3) years.

E. Financial Information

Required Information. The Proposer shall provide the financial information referenced herein, as applicable. Failure to provide any of the above information may be sufficient cause for rejection of the Proposal.

- Audited financial reports for the last three (3) years (Income Statement, Balance Sheet, and Statement of Changes in Financial Position) for each member of a Proposer team. Financial reports shall be provided by an independent Certified Public Accountant. If a member of a Proposer team does not have audited financial reports, Rockland Green reserves the right to request additional financial information from the Proposer team.
- Most recent Securities and Exchange Commission Forms 10-K, and the 10-Qs subsequent to the most recent financial report submitted, if applicable. If the Proposer is not a public company, it shall provide independently audited financial statements and may request that the information be treated confidentially by Rockland Green.
- Copy of the latest prospectus and Official Statement for company's latest securities offering and/or project financing utilizing tax-exempt debt, if applicable.
- Evidence of the ability of the Proposer to meet the funding needs of this project.
- Evidence of the ability to provide the performance bond set forth in Section 5.14.
- Evidence that demonstrates the ability to obtain the required insurance set forth herein.
- Description of any material adverse changes in financial position within the past five years; any material changes in the mode of conducting business and any bankruptcy proceedings, mergers, acquisitions, takeovers, joint ventures, or divestitures within the past five years. In addition, provide a clear and definitive

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statement of the number of years in the business of providing similar contract services and any predecessor organization, and of whether or not the Proposer or any predecessor organization has declared bankruptcy within the last five years.

- Description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Proposer's financial position or ability to provide services to Rockland Green. This information will be reviewed and assessed in accordance with the information provided by the Proposer.
- All credit reports, credit bulletins, and any other published statements by the most recognized rating agencies (Standard and Poor's Rating Services, Moody's Investor Services, Dunn and Bradstreet, Fitch and Value Line) that have been issued or published within the past five years, if available.
- The name, contact person, telephone number, e-mail, and fax number of at least two references from bank or institutional lenders which have extended credit in the past five years; or if the Proposer has not applied for credit in the past five years, the name, contact person, telephone number, e-mail, and fax number of at least two references from banks with which the Proposer conducts business.
- The name, contact person, telephone number, e-mail, and fax number of at least two references from suppliers/subcontractors.
- Any additional information which is appropriate to fully reflect the financial strength of the Proposer.

Failure to provide such information is cause for rejection of the Proposal by Rockland Green, in its sole discretion.

Under a joint venture or other partnership arrangement, all of the above information shall be provided for all parties to the arrangement whose whole proportionate share of the fees constituting the total amount of fees to be paid to the Proposer by Rockland Green is fifteen (15) percent or more. The Proposer shall provide binding letters from each party in the joint venture or other partnership arrangement stating its role and its willingness to meet the requirements of this RFP and any contract that will be executed. The partners shall be jointly and severally liable to meet the Proposer's obligations.

5.12 Regulatory Experience and Compliance

The Proposal shall describe the Proposer's experience and effectiveness in dealing with governmental agencies regulating solid waste hauling and disposal services. This description should highlight experience working with applicable regulatory agencies, such as the DOH, the NYSDOT, the PennDOT, the NYSDEC and the Pennsylvania DEP (as applicable). With respect to the Hauling Services, the Proposal shall describe the Proposer's experience and record of compliances with permits, licenses, approvals, and other regulatory actions applicable to the performance of solid waste hauling, and shall include its motor vehicle carrier profile and Safer System. The Proposal shall identify any major incidents of non-compliance. A description of corrective action taken for such incidents, the present status of compliance, and whether regulatory agency sanctions were imposed shall be included. The Proposer shall disclose any litigation, pending or complete, that relates directly to its provision of the Contract Services, as applicable.

5.13 Service Fee

Commencing on the date of initiation of the Contract Services, Rockland Green will pay the Hauling Contractor a Service Fee for the Contract Services. Such Service Fee payment will be based upon the selected Proposer's price set forth in the Price Proposal Form applicable to the option selected by Rockland Green. The Service Fee shall be Rockland Green's sole payment obligation to the Hauling Contractor for the Contract Services. The Proposer agrees that the prices will remain valid for one hundred twenty (120) days after the submission date of the RFP. Rockland Green reserves the right to request that Proposers extend the time for which the prices will remain valid for an additional one hundred twenty (120) day period.

5.14 Proposal Bond and Security Instruments for the Hauling Service Agreement

A. Proposal Bond

Each Proposal must be accompanied by a Proposal Bond, certified check or a cashier's check, drawn on a bank in good standing, payable to the order of Rockland Green, in a sum equal to three percent (3%) of the total annual amount of the Proposal for the first year, or a Proposal Bond, in the amount of three percent (3%) of the total annual amount of the Proposal for the first year, in the form set forth in Business Proposal Form 5, issued by a surety authorized to issue such bonds in the State of New York. This Proposal security shall be a guarantee that the selected

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Proposers will, upon acceptance of the Proposal, execute the Hauling Service Agreement and furnish a properly executed performance bond (see subsection (B) of this section).

The attorney-in-fact (resident agent) who executes the Proposal Bond on behalf of the surety must attach a notarized copy of his power of attorney as evidence of his authority to bind the surety on the date of execution of the bond. Each Proposal shall be binding for a period of one hundred twenty (120) days after the selection of a Proposer.

Within one hundred twenty (120) days after the selection of a Proposer, Rockland Green will return the Proposal securities of all except the selected Proposer for negotiation. The retained Proposal securities will be held until the Hauling Service Agreement has been fully executed, after which all Proposal securities, other than Proposal Bonds or any other securities which may have been forfeited, will be returned within ten (10) days to the respective Proposers whose Proposals they accompanied.

B. Security for Performance - Performance Bond

Prior to the Hauling Service Commencement Date and throughout the term of the Hauling Service Agreement, the Hauling Contractor shall furnish to Rockland Green, with Rockland Green as beneficiary, a bond for the faithful performance of the Hauling Service Agreement, effective for the full term of the performance of such Agreement, and renewable each year of such Agreement each in an amount equal to not less than fifty percent (50%) of the total annual awarded amount of the Agreement for that year which shall be based on historical amounts for 2023 in the form set forth in Appendix I of this RFP.

Agents of bonding companies which write bonds for the performance of the Hauling Service Agreement shall furnish the necessary power of attorney, bearing the seal of the company, and evidencing such agent's authority to execute the particular type of bond to be furnished, as well as the right of the surety company to do business in the State of New York.

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

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

The Proposers shall each provide a letter from a surety evidencing their ability to obtain a Performance Bond in the amount required herein, as provided on Business Proposal Form 8.

5.15 Guaranty Agreement

The Hauling Contractor shall provide a Guarantor to sign a Guaranty Agreement with Rockland Green in which it will irrevocably, absolutely and unconditionally guarantee all of the Hauling Contractor's obligations under the Hauling Service Contract Agreement to perform the Contract Services. A form of the Guaranty Agreement is included as Appendix J hereto. The Guarantor shall submit Business Proposal Form 6 (Guarantor Acknowledgement) signed by an officer, demonstrating its willingness to execute the Guaranty Agreement.

5.16 Insurance Requirements

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

The Hauling Contractor shall obtain and maintain throughout the Term of the Hauling Service Agreement the following types and minimum amounts, not including deductibles, of insurance:

- 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),

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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 attached and all other contracts relative to the Hauling Contractor, the Transfer Station and Site. The General Aggregate must apply on a per project basis.

- 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).
- Disability benefits insurance required by New York State Disability Law covering all the employees of the Hauling Contractor in performance of the Contract Services.
- Professional liability insurance with limits not less than \$1,000,000 each occurrence and in the aggregate.
- 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 one million dollars (\$1,000,000) combined single limit and no fault liability as required by statute under State law.
- Commercial umbrella liability insurance must be excess over the above required comprehensive general liability insurance, automobile liability insurance and employer's liability insurance in the amount of ten million dollars (\$10,000,000) each occurrence and ten million dollars (\$10,000,000) general aggregate.
- Pollution Liability insurance with limits not less than five million dollars (\$5,000,000).

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- 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.

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 to be provided by the Hauling Contractor, other than workers’ compensation and employers’ liability. 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 and non-contributory basis.

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

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.

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 the 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 Operator or its subcontractors, of their respective suppliers, employees, agents,

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representatives, or invitees, that fall within these coverages and also within the coverages of any liability insurance or self-insurance program maintained by Rockland Green.

Deductibles. All deductibles applicable to the Required Insurance coverage will be agreed upon by the Operator and Rockland Green if different from those shown in paragraph 1 above and payment of the deductibles will be borne by the Operator. The above notwithstanding, there will be no deductibles for any of the liability insurance provided in paragraph 1 hereof.

Subcontractors. The Operator 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.

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, and broad form property damage, including completed operations and independent contractor's coverages.

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.

5.17 Mark-Up/Exceptions to Agreement

The draft Hauling Service Agreement is being distributed to the Proposers with this RFP. The draft Hauling Services Agreement will be the definitive statement of mutual responsibilities and liabilities of Rockland Green and the Proposer. In the event of a conflict between the Hauling Service Agreement and other sections of the RFP, the Hauling Service Agreement shall govern. Each Proposer must review and provide a markup of the draft Hauling Services Agreement. To the extent that any Proposer wishes to modify (or amplify) any such provision, the specific text of the proposed modification either should 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

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draft Hauling Service Agreement, as subsequent comments will not be considered by Rockland Green. Although modifications to the draft Hauling Service Agreement are acceptable, the extent of Proposer deviation from such terms shall be considered as an evaluation criterion, as set forth below.

5.18 Withdrawal of Proposal

A correction, modification or withdrawal of a Proposal by written notice received by the Executive Director or his or her designee, is permitted prior to the time and date set for the receipt of Proposals. For any Proposals received by Rockland Green, the Executive Director, or his or her designee, may waive minor informalities or allow the Proposer to correct them. No Proposal may be withdrawn, altered or otherwise modified after the time and date set for the submission of Proposals. Rockland Green reserves the right to retain all submitted Proposals for official record purposes or to dispose of any and all copies of Proposals in whatever manner it deems appropriate in accordance with Applicable Law. No copies of any Proposal shall be returned to any Proposer. Each Proposal shall be binding for a period of one hundred twenty (120) days after the date set for submission of Proposals.

5.19 Subcontractor(s)

Proposers are required to provide Rockland Green with a list of subcontractors proposed for the performance of the Contract Services, the subcontractor's experience, U.S. Department of Transportation numbers, financial ability or other qualifications may be requested. Rockland Green shall have the right to approve any and all subcontractors. The approval or withholding thereof by Rockland Green of any proposed subcontractor shall not create any liability of Rockland Green to the Hauling Contractor, to third parties or otherwise.

SECTION 6.0 EVALUATION OF PROPOSALS

6.1 Evaluation Criteria

This section describes Rockland Green's Proposal evaluation team (the "Team") and the criteria for the evaluation of the Proposals. The team will determine the Proposals' degree of completeness and responsiveness to this RFP, particularly with respect to the scope of services described in Section 3.0 and the instructions for preparing Proposals described in Section 5.0.

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Rockland Green will evaluate the technical aspects and economic impacts of each Proposal and the Proposer's demonstrated ability and willingness to perform the services set forth in this RFP. Each section of each Proposal will be evaluated in terms of the reasonableness of the claims and/or commitments made, the completeness of the data provided, the reliability of the approach taken and conformance with the requirements, and the instruction provided in the RFP. The Proposer selection will not be determined solely on the basis of lowest cost, although cost will be a factor in the evaluation process.

6.2 Evaluation Team

The Proposal evaluation and selection process described in this section of the RFP will be conducted by an evaluation team led by Rockland Green. The Team will be comprised of personnel from Rockland Green and assisted by its consultants. The Team will review and evaluate Proposals; meet to discuss the various aspects of the Proposals, and may choose to develop a short list of Proposers with whom Rockland Green will conduct contract negotiations.

6.3 Proposal Evaluation

After determining the overall completeness and responsiveness of the Proposals, the Team will conduct an evaluation of responsive Proposals based on the following criteria:

- a. Qualifications and Relevant Experience.
- b. Viability of Proposed Services.
- c. Project Organization.
- d. Ability to Comply with Applicable Law (including Environmental Regulations).
- e. Proposer's Financial Capability.
- f. Proposed Agreement.
- g. Cost Evaluation.

The following is a description of the factors to be considered for each technical evaluation criterion listed above. It is incumbent upon the Proposer to address all of these factors, as applicable.

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A. Qualifications and Relevant Experience

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

B. Viability of Proposed Services

The technical viability of the hauling elements of the Proposal will be evaluated. The plans required to be submitted pursuant to this Section B will be evaluated to determine their reliability, operability, and flexibility.

C. Project Organization

Rockland Green will evaluate the appropriateness, adequacy, and flexibility of the Proposer's organizational structures for managing the project and will also determine whether the Proposal demonstrates the Proposer's ability to procure necessary equipment and provide services by the dates shown in the schedule in the draft Hauling Service Agreement attached hereto.

D. Ability to Comply with Applicable Law

Proposers must demonstrate knowledge of, and intent to comply with, Federal, State, and local environmental laws, regulations, and standards that are applicable to the hauling activities associated with the Contract Services. The Proposer will be responsible for complying with conditions set forth in any permit, registration, or approval issued by Federal, State, or local jurisdictions.

E. Proposer's Financial Capability

Financial soundness of the Proposer or any Participating Firm, as applicable, will be an important criterion in the evaluation process. Rockland Green requires that Proposers demonstrate the ability to secure or provide the necessary financial resources to perform the Contract Services.

F. Proposed Agreement

The evaluation will also be based on the degree to which the Proposer accepts the risk posture and general business deal set forth in the draft Hauling Service Agreement. This criterion will also be used to assess the degree of risk which the Proposer is judged to be assuming under the terms of the Proposal, recognizing that excessive risk assumption by the Proposer may produce unreasonable risk to Rockland Green in terms of non-performance, delay, and litigation. Factors will include the achievability, durability, and reliability of the proposed approach services.

6.4 Cost Evaluation

The Price Proposal will be evaluated on the basis of the per Ton service fee proposed by the Proposer in the Price Proposal Forms, as well as Rockland Green's overall costs for the disposal of solid waste.

6.5 Selection/Rejection of Proposal

Rockland Green's selection of a Proposer will be based on which Proposal best conforms to the RFP and is considered most advantageous to Rockland Green, considering the Evaluation Criteria set forth in this section. The contract cost shall be quoted for each year of the Hauling Service Agreement Term and be broken down into the per Ton cost of collecting and transporting of Solid Wastes for the Clarkstown Transfer Station. The per Ton prices are used to calculate payment due to the Hauling Contractor as discussed in Section 5.13. The verified and corrected total prices shall be utilized by Rockland Green as one basis of evaluation. Rockland Green reserves the right to inspect the selected Proposer's vehicles and/or facilities prior to the selection of any Proposal.

Rockland Green reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make a selection in a manner consistent with law, deemed in the best interest of Rockland Green. Rockland Green shall continue to explore and evaluate all options available to it for Solid Wastes hauling services for the Clarkstown Transfer Station and may avail itself of any available option and reject any contract under this Proposal.

The successful Proposer will be notified by a written notice, signed by a duly authorized representative of Rockland Green. No other act of Rockland Green shall constitute the selection of the Proposal. The successful Proposer shall, after receiving notice of selection, expeditiously

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return executed contract documents together with all required bonds, insurance certificates, licenses and permits necessary to perform the Contract Services.

APPENDIX A

PROPOSAL FORMS

BUSINESS PROPOSAL FORM 1: SIGNATURE PAGE

To Rockland Green:

The undersigned, in compliance with your Request for Proposals for Hauling Services for the Clarkstown Transfer Station having examined the Proposal documents and being familiar with all conditions surrounding the project, including the availability and conditions of the Clarkstown Transfer Station, the region, materials, equipment and labor, hereby proposes to furnish all labor, equipment, materials, and supplies, necessary to meet the obligations of the Proposal in accordance with the solicitation, within the time and prices set forth therein.

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

Respectfully Submitted:

By: _____
(Signature of Contractor)

(Date)

(Title)

(Business Address)

(Seal, if corporation)

BUSINESS PROPOSAL FORM 2: PROPOSER QUALIFICATIONS

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

A. General Information

*Firm: _____

Address: _____

Telephone: _____

Contact Person: _____

Type of Organization: (e.g., a corporation; joint venture; partnership; individual)

_____ Number of years _____

Name of Parent Company, if any: _____

Name of Affiliate Companies, if any: _____

*Identify Joint Venture Partners, if any: _____

Financial References: _____

New York Surety: _____

Identity of Financial Guarantor: _____

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

Signature

Title

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

BUSINESS PROPOSAL FORM 2: PROPOSER QUALIFICATIONS (Continued)
(This form must be completed by each member of Proposer team and the proposed Guarantor)

B. Business Information

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

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

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

If so, where and why:

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

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

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

BUSINESS PROPOSAL FORM 2: PROPOSER QUALIFICATIONS (Continued)
(This form must be completed by each member of Proposer team and the proposed Guarantor)

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

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

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

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

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

Are you, your partners, joint venturers, parent corporation or subsidiaries a party to any legal actions that may affect your ability to perform the obligations described in your Proposal? _____
If so, identify these actions:

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

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BUSINESS PROPOSAL FORM 2: PROPOSER QUALIFICATIONS (Continued)
(This form must be completed by each member of Proposer team and the proposed Guarantor)

List the names, addresses, and telephone numbers of reference municipalities that your firm currently collects and transports Solid Waste from. Please attach a description of each reference community detailing the equipment used for Solid Waste Hauling Services, methods used for hauling, such as labor requirements, pick-up frequency, and distances traveled between facilities:

List the names, addresses and telephone numbers of municipalities for whom you have operated a solid waste collection and/or processing facility:

C. Financial Information

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

Date of financial statement: _____

Name of firm preparing statement: _____

Dated _____ at _____ this _____ day of _____, 20__.

(Print or Type Name of Contractor)

By:

(Title)

BUSINESS PROPOSAL FORM 2: PROPOSER QUALIFICATIONS (Continued)
(This form must be completed by each member of Proposer team and the proposed Guarantor)

(Seal, if corporation)

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

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

BUSINESS PROPOSAL FORM 3: STATEMENT OF NON-COLLUSION

PROPOSER MUST SIGN THIS FORM BEFORE A NOTARY PUBLIC

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

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
- (3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- (4) The person signing this Proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties of perjury, affirms the truth thereof such penalties being applicable to the Proposer, as well as to the person signing on its behalf;
- (5) The attached hereto (if a corporation Proposer) is a certified copy of resolution authorizing the execution of this certificate by the signature of this Proposal in behalf of the corporate Proposer.

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

(SIGNATURE AND TITLE)

Sworn to before me this
_____ day of _____, _____

BUSINESS PROPOSAL FORM 4: DISCLOSURE STATEMENT

PROPOSER MUST SIGN THIS FORM BEFORE A NOTARY PUBLIC

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

STATE OF NEW YORK)
) ss:
COUNTY OF)

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

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

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

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

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

officer or employee of Rockland Green except _____

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

(SIGNATURE AND TITLE)

Sworn to before me this

_____ day of _____,

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

BUSINESS PROPOSAL FORM 5: FORM OF PROPOSAL BOND

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

WHEREAS, the above-named Proposer has submitted or is about to submit to Rockland Green a Proposal to provide hauling services from the Clarkstown Transfer Station and to provide related services as described in the Request for Proposals, dated October 31, 2023 (the “RFP”), issued by Rockland Green and covered by the Proposal submitted by the Proposer in response thereto, which Proposal is made a part hereof.

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

BUSINESS PROPOSAL FORM 5: FORM OF PROPOSAL BOND (Continued)

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

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

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

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

Signed and sealed this _____ day of _____, ____.

SURETY
[NAME OF SURETY]

Name: _____

Signature: _____

Title: _____

PROPOSER
[NAME OF PROPOSER FOR HAULING
SERVICES]

Name: _____

Signature: _____

Title: _____

PROPOSER

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BUSINESS PROPOSAL FORM 6: GUARANTOR ACKNOWLEDGEMENT

Mr. Gerard M. Damiani, Jr.
Executive Director
Rockland Green
172 Main Street
Nanuet, NY 10954

Dear Mr. Damiani:

_____ (the “Proposer”) has submitted herewith a Proposal in response to Rockland Green’s Request for Proposals for Hauling Services for the Clarkstown Transfer Station (the “RFP”). The RFP requires the selected Proposer to enter into an agreement to provide Hauling Services to and from the Clarkstown Transfer Station (the “Hauling Service Agreement”).

The Guarantor has reviewed the Proposer’s Proposal which will form the basis of the Hauling Service Agreement. The Guarantor hereby certifies that it will unconditionally guarantee the performance of all of the obligations of the Proposer as set forth in the Proposal in the event the Proposer is selected for final negotiations and execution of the Hauling Service Agreement, and that it will execute a separate Guaranty Agreement in the form presented as an Appendix to the RFP.

Name of Guarantor

Name and Title of Authorized Signatory

Signature

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BUSINESS PROPOSAL FORM 7: INSURANCE LETTER OF INTENT

Mr. Gerard M. Damiani, Jr.
Executive Director
Rockland Green
172 Main Street
Nanuet, NY 10954

Dear Mr. Damiani:

_____ (the “Proposer”) has submitted herewith a Proposal in response to Rockland Green’s Request for Proposals for Hauling Services for the Clarkstown Transfer Station (the “RFP”). The RFP requires the selected Proposer to enter into an agreement to provide Hauling Services to and from the Clarkstown Transfer Station (the “Hauling Service Agreement”).

The Insurance Company has reviewed the RFP and the Proposer’s Proposal which will form the basis of the Hauling Service Agreement. The Insurance Company hereby certifies that it intends to provide all Required Insurance set forth in the RFP in the event the Proposer is selected for the execution of the Hauling Service Agreement.

Name of Insurance Company

Name and Title of Authorized Signatory

Signature

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**BUSINESS PROPOSAL FORM 8: CONSENT OF SURETY FOR PERFORMANCE
BOND**

Mr. Gerard M. Damiani, Jr.
Executive Director
Rockland Green
172 Main Street
Nanuet, NY 10954

Dear Mr. Damiani:

_____ (the “Proposer”) has submitted herewith a Proposal in response to Rockland Green’s Request for Proposals for Hauling Services for the Clarkstown Transfer Station (the “RFP”). The RFP requires the selected Proposer to enter into an agreement to provide Hauling Services to and from the Clarkstown Transfer Station (the “Hauling Service Agreement”).

The Surety has reviewed the Proposer’s Proposal which will form the basis of the Hauling Service Agreement. The Surety hereby certifies that it intends to issue a performance bond on behalf of the Proposer, as security under the Hauling Service Agreement, with Rockland Green as co-beneficiary, in the event the Proposer is selected for final negotiations and execution of the Hauling Service Agreement.

Name of Surety

Name and Title of Authorized Signatory

Signature

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BUSINESS PROPOSAL FORM 9: AFFIRMATIVE ACTION PLAN

STATE OF NEW YORK)
) ss:
COUNTY OF ROCKLAND)

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

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

Sworn to before me this _____ day of _____, ____.

Notary Public, _____ County

* strike out non-applicable information.

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BUSINESS PROPOSAL FORM 10: ADDENDUM ACKNOWLEDGEMENT FORM

The undersigned hereby acknowledges receipt of the following Addenda (if any) to the Request for Proposals for Hauling Services to the Clarkstown Transfer Station RFP-2023-11:

Addendum No.	Dated
_____	_____
_____	_____

Person, firm or corporation making this Proposal:

Hauling Services Proposer

Signature

Title

Dated: _____

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BUSINESS PROPOSAL FORM 11: PROPOSER QUESTIONS
ALL QUESTIONS PERTAINING TO THIS SOLICITATION **MUST** BE
 SUBMITTED IN WRITING

(PLEASE USE THIS FORM AND EMAIL IT WITH READ RECEIPT TO RYAN MONTAL,
CONFIDENTIAL ASSISTANT TO THE EXECUTIVE DIRECTOR, AT
RMONTAL@ROCKLANDGREEN.COM. WE WILL RESPOND AS SOON AS POSSIBLE.)

Date: _____

Proposer Name: _____

Phone: _____ Fax: _____

Question:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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BUSINESS PROPOSAL FORM 12: DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

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

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

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

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

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

6. List any contracts not completed on time.

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

I, _____, as

Name of Individual

Title and Authority

Of _____, declare under oath that the above
Company Name

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

Signature

State of _____ County of _____

Subscribed and sworn to before me on this _____ day of _____, 20____ by _____

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Representing him/herself to be _____ of the Proposer.

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TECHNICAL PROPOSAL FORM 1: EQUIPMENT INVENTORY AND DESCRIPTION

The following sets forth the Proposer's inventory and description of all equipment to be used in the performance of the Contract Services, including the make and model and age of each piece of its equipment proposed and the purpose of each such piece of equipment, the per Ton capacity of each Hauling Vehicle proposed to be used, the fuel efficiency, mileage, and engine hours for each piece of Hauling Vehicle proposed to be used.¹

#	Make	Model	Age	Purpose	Per Ton Capacity (if applicable)	Fuel Efficiency (if applicable)	Mileage (if applicable)	Engine Hours (if applicable)

¹ Proposers are also advised that in accordance with subsection B of Section 5.11 of this RFP, Proposers must also include with their Proposal a plan of maintenance for the proposed equipment.

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#	Make	Model	Age	Purpose	Per Ton Capacity (if applicable)	Fuel Efficiency (if applicable)	Mileage (if applicable)	Engine Hours (if applicable)

In addition to the foregoing, Proposers are required to submit their DOT number and copies of their current motor vehicle carrier profile via the Safer System for Rockland Green's review.

Proposer's DOT Number(s): _____

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PRICE PROPOSAL FORM 1: OPTION A

**FOR CONTINUED HAULING TO ONTARIO AND HYLAND LANDFILLS
THROUGHOUT THE ENTIRE AGREEMENT TERM²**

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 - 8/31/2024	\$____ per Ton	_____ Dollars per Ton
9/1/2024 - 8/31/2025	\$____ per Ton	_____ Dollars per Ton
9/1/2025 - 8/31/2026	\$____ per Ton	_____ Dollars per Ton
9/1/2026 - 8/31/2027	\$____ per Ton	_____ Dollars per Ton
9/1/2027 - 8/31/2028	\$____ per Ton	_____ Dollars per Ton
9/1/2028 - 8/31/2029	\$____ 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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Service Fee (\$ per Ton) to the Chemung Landfill		
Dates of Term	Per Ton Fee written numerically	Per Ton amount written in words
3/1/2024 - 8/31/2024	\$_____ per Ton	_____ Dollars per Ton
9/1/2024 - 8/31/2025	\$_____ per Ton	_____ Dollars per Ton
9/1/2025 - 8/31/2026	\$_____ per Ton	_____ Dollars per Ton
9/1/2026 - 8/31/2027	\$_____ per Ton	_____ Dollars per Ton
9/1/2027 - 8/31/2028	\$_____ per Ton	_____ Dollars per Ton
9/1/2028 - 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.

Request for Proposals 2023-11
Hauling Services for the Clarkstown Transfer Station

Request for Proposals 2023-11
Hauling Services for the Clarkstown Transfer Station

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 TERM³**

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 - 8/31/2025 (PA)	\$____ per Ton	_____ Dollars per Ton
9/1/2025 - 8/31/2026 (PA)	\$____ per Ton	_____ Dollars per Ton
9/1/2026 - 8/31/2027 (PA)	\$____ per Ton	_____ Dollars per Ton
9/1/2027 - 8/31/2028 (PA)	\$____ per Ton	_____ Dollars per Ton
9/1/2028 - 8/31/2029 (PA)	\$____ per Ton	_____ Dollars per Ton

³ A Proposer's revision to the pricing form will be grounds for the rejection of its Proposal.

Request for Proposals 2023-11
Hauling Services for the Clarkstown Transfer Station

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.

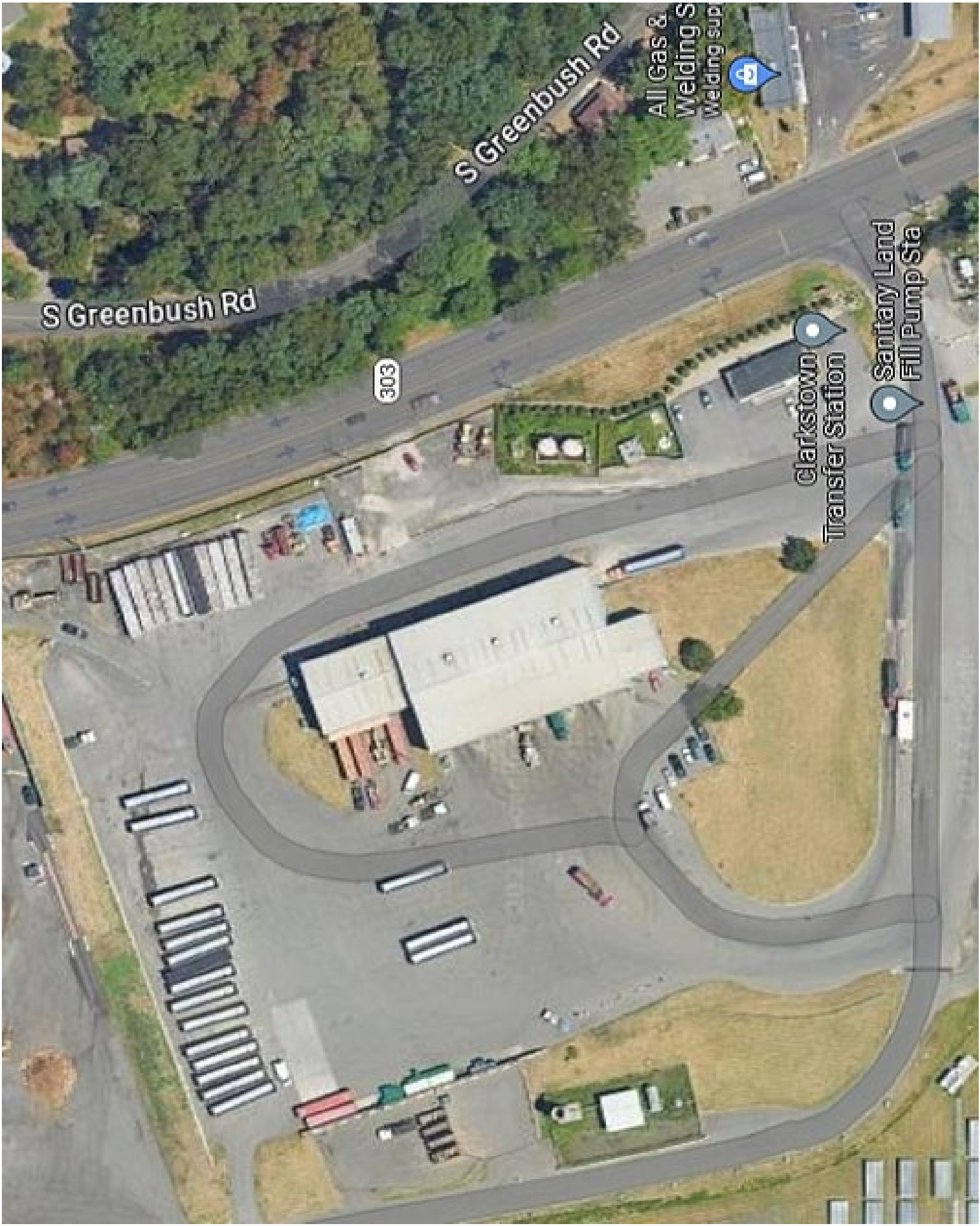
Proposed CPI Index: _____

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.

APPENDIX B

CLARKSTOWN TRANSFER STATION SITE PLAN AND PERMIT



PERMIT

Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:

Rockland County SWMA (dba: Rockland Green)
172 Main Street
Nanuet, NY 10954

Facility Name and Address:

Rockland County SWMA Solid Waste Facilities:
Clarkstown Transfer, Composting, and
C&D Debris Processing
166 South Route 303
West Nyack, NY 10994

Contact: Gerard M. Damiani, Jr. (Executive Director of Rockland County SWMA)
Phone number: (845) 753-2200

Operator of transfer station: Rockland County SWMA

Operator of composting & mulching facilities: WeCare-Denali, LLC, Russellville, Arkansas

Operator of C&D debris processing facility: O'Sullivan Equipment, Inc., West Nyack, NY

Facility General Location:

Clarkstown, Rockland County, NY

Facility Reference Point:

NYTM-E: 587.746 NYTM-N: 4549.020

LAT-N: 41°05'15.8" LON-W: 73°57'19.0"

Authorized Activity: Operation of multiple solid waste management facilities as listed below:

1. Transfer Station to accept Municipal, Commercial, and Institutional Solid Waste (MSW) and mixed Construction and Demolition Debris (C&D);
2. A Recyclables Transfer Area;
3. A Yard Waste Composting Facility;
4. A Construction and Demolition Debris Processing Facility for Concrete and Asphalt;
5. A Wood Mulching Facility;
6. A Public Yard Waste Drop-off Area.

All work and operations must be conducted in accordance with the plans and reports listed in the Special Conditions and Facility General Conditions of this permit.

Permit Authorizations

Solid Waste Management – Under Article 27, Title 7

PERMIT ID 3-3920-00152/00004

New (initial)

Effective Date: March 25, 2015

Expiration Date: March 24, 2020

Renewal

Effective Date: October 1, 2020

Expiration Date: September 30, 2025

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: TRACEY L. O'MALLEY, Deputy Regional Permit Administrator
Address: NYSDEC REGION 3 HEADQUARTERS
21 SOUTH PUTT CORNERS ROAD
NEW PALTZ, NY 12561-1620

Authorized Signature: _____

Issue Date: 10/1/2020

DISTRIBUTION LIST

D. Pollock, DEC R3 DMM
R. Clarkson, DEC Albany DMM
L. Lin, DEC R3 DMM
J. Petronella, DEC R3 DEP
M. Grosso, DEC R3 DEP
Town of Clarkstown
Rockland County
G. Damiani, Jr., RCSWMA

PERMIT COMPONENTS

SOLID WASTE MANAGEMENT PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

SOLID WASTE MANAGEMENT PERMIT CONDITIONS

PERMIT COMPLIANCE

1A. Part 360 Series: The facility must operate in conformance and compliance with 6 NYCRR Part 360 Series Solid Waste Management Facilities Regulations or any revisions hereafter promulgated and any State law, rule, code, or regulation; and, the special and general conditions of this permit.

1B. Failure of the permittee to meet any of the terms and conditions of this permit is a violation of Part 360 Series regulations and may subject the permittee to enforcement action.

2. Compliance: Initial issuance or renewal of this permit shall not be construed as a determination by the Department that the facility is in compliance with applicable regulations or with the permit conditions. That determination will be made by the Department by means of periodic facility inspections and compliance audits.

3. Comprehensive Recycling Analysis: The permittee shall only accept solid waste generated by sources located within municipalities or planning units which are included in a comprehensive recycling analysis (CRA) which has been approved by the Department pursuant to 6 NYCRR Part 360.11 and which have implemented the recyclables recovery program determined to be feasible by the analysis.

MSW TRANSFER STATION: AUTHORIZED WASTE and OPERATIONS

4. Tonnage Limits: The permittee is authorized to accept Municipal, Commercial, and Institutional Solid Waste (MSW), Construction and Demolition Debris (C&D) at a maximum combined rate of 1,000 tons per day destined for disposal.

The permittee shall ensure at all times that there is adequate equipment and staff on-site to transfer up to 1,000 tons per day in accordance with the provisions of this permit.

Any recyclables recovered shall be kept separate from MSW and must ultimately be sent to an authorized recycling facility.

5. Acceptable Wastes: The facility shall accept only Municipal, Commercial, and Institutional Solid Waste (MSW) and Construction and Demolition Debris (C&D), as defined by 6 NYCRR Part 360 for transfer. All waste must be adequately controlled so as to prevent litter, odor and vector problems and be stored inside.

The facility is prohibited from accepting asbestos waste as defined in 360.2(b)(117). However, C&D debris which contains minor amounts of non-friable asbestos and which is not categorized as asbestos waste, may be accepted but may not be pulverized, shredded, ground, or handled in any manner that causes the material to become airborne or friable.

The facility is not authorized to accept tires in bulk, but may accept tires which are incidental to incoming loads of waste. The tires shall be separated from the incoming waste and stored separately in enclosed container prior to shipment to a facility authorized to accept bulk tires. The permittee may store up to 1,000 waste tires on site in closed container.

6. Unacceptable Wastes: The permittee is prohibited from accepting hazardous waste; liquid waste; sewage sludge or septage; chemical or explosive waste; or industrial wastes as defined in 6 NYCRR 360 and/or Part 371 (unless otherwise approved by the Regional Management Engineer (RMME) or his designee); infectious or medical wastes as defined in Public Health Law 1389-aa and Environmental Conservation Law Article 27 Section 1501; waste tires in bulk; yard waste; asbestos waste; or any other waste not specifically authorized under Solid Waste Management Special Condition #5 above.

Industrial waste may only be accepted with prior review of the specific material and subsequent authorization by the Department.

7. Ultimate Disposal of Waste: All solid waste passing through the facility must be ultimately treated or disposed of at a facility authorized by the Department if located in New York State, or by the appropriate governmental agency or agencies if in other states, territories, or nations.

MSW TRANSFER STATION: WASTE DELIVERY and HANDLING

8. Vehicles and Processing: The permittee shall require all vehicles delivering waste to the facility by appropriately covered, enclosed, or secured to prevent dust and blowing litter. All loaded vehicles must be removed no later than the close of the next business day. The facility shall take appropriate measures to ensure that vehicles are not queuing up on Route 303.

Outbound loaded vehicles may be stored outside on the trailer parking pad during and after operating hours provided leachate is collected from the vehicles and the vehicles remained covered.

Fully loaded trailers may be picked up at the facility for shipment off-site before and after the operational hours listed below (General Condition 10), provided no solid waste handling activity takes place at the facility and that a log of such activities is maintained. The trailers must be weighed; this tonnage must be included in the daily log and other recordkeeping mechanisms.

Processing: All processing, tipping and transfer activities shall only occur inside the approved building.

9. Tipping Floor: Unless otherwise authorized in writing by the Department, all MSW/C&D waste shall be removed from the tipping floor at the end of each day. The tipping floor shall be cleaned at the end of the day wash down or other appropriate method to prevent odors and other nuisance conditions with all the residuals properly removed and disposed of.

MSW TRANSFER STATION: MITIGATION of IMPACTS

10. Tracking: The permittee shall regularly inspect the condition of on-site roads which provide immediate access to and from the facility, to determine if dirt, mud or litter from the facility or from vehicles using the facility is being deposited thereon. The permittee shall take such steps as may be necessary (including, but not limited to, paving of on-site access roads) to prevent such conditions or to correct them promptly if they develop. The actual site shall also be regularly inspected and cleaned of all debris and dirt.

11. Nuisance Conditions: The operation of the facility must be conducted in such a manner that dust, litter, vectors, noise, and odors do not cause a nuisance condition or pose a threat to the human health and safety. Operational controls deemed necessary by the Department to correct nuisance conditions must be implemented.

12. Odor Control Hotline: The permittee shall maintain the odor control hotline signs in conspicuous locations to ensure that they can be easily observed by drivers on Route 303.

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13. Noise: At least once a year, the permittee shall conduct a noise survey to determine compliance with 6 NYCRR Part 360.19(j)). The survey shall be carried out by an individual with expertise in noise analysis. The report must be submitted to the Department within thirty days of when the data has been obtained. In addition to what is required in Part 360 and the Department's noise guidance document, this report shall also contain the raw data, including any interference that may have been observed during the data collection process (for example, cars passing by) and the operational conditions of the facility (equipment, trucks, etc.).

If it is demonstrated that site conditions make noise impacts on the surrounding community unlikely, the permittee may petition the Department to waive annual monitoring. If a waiver is granted, the noise survey must be conducted upon renewal of the permit. The Department reserves the option to reinstitute the annual noise survey requirement if, at its sole discretion, the Department determines that conditions at the site have changed and the waiver is no longer justified.

14. Leachate Collection: In accordance with 6 NYCRR Part 360.19(d) and 360.19(n), all interstitial spaces, secondary containment systems, overfill protection systems, leachate collection/conveyance systems, and the overall condition of the above ground tank and sumps must be inspected and recorded on a weekly basis.

The permittee shall, at a minimum, annually inspect the leachate collection and conveyance systems at the trailer parking area and transfer station to ensure that all piping and manholes remain in a free flow condition. Inspections shall be documented and submitted to the Department. If damage is noted, the permittee shall include a plan to make repairs. All leachate collection components must be kept unobstructed and free draining at all times. Leachate must be collected and properly disposed of from all waste hauling trailers stored on-site. In the event of an overflow of the leachate collection and conveyance systems at the trailers parking area, drop and hook operations at the trailer parking area will cease until they are pumped out, washed down, cleared of debris, or otherwise repaired. In the event that an overflow of the leachate collection and conveyance systems occur in the transfer station building (including the outside manhole), operations may continue provided they occur outside the limits of any ponded leachate and leachate is prevented from entering the environment.

Reports of the weekly inspections and the quantities of leachate removed, as well as the ultimate destination for leachate disposal, must be maintained at the facility for at least seven years and be available for Department review at the facility.

15. Tipping Floor: Annually, the facility tipping floor shall be emptied of all material and cleaned to allow inspection by a Professional Engineer (PE) to determine its condition. This inspection shall be done on a schedule approved by the Department, and shall occur in the same month of each succeeding year. The facility may change the month of the floor inspection providing that the time elapsed between inspections does not exceed twelve (12) months. A report must be submitted to the Department, complete with photographs, within thirty (30) days of the floor inspection describing any results and any problems encountered. In the report, the permittee shall describe what action, if any, is proposed to address any concerns found. The permittee will take whatever measures are necessary to prevent the release of contaminants (including leachate) into the environment, including but not limited to cessation of waste handling in the affected areas. The Department reserves the right to have the facility clean the tipping floor at any time for inspection if it is suspected the integrity of the floor might be questionable.

16. Walls: The receiving facility building walls shall be washed every 5 years or more frequently as determined by DEC inspection.

RECYCLABLES TRANSFER AREA: AUTHORIZED MATERIAL and OPERATION

17. Tonnage Limits: The permittee is authorized to accept source separated recyclables destined for recovery at a maximum rate of 240 tons per week.

18. Facility Maintenance: The permittee shall maintain all components of the tipping wall and liquid control systems.

19. Nuisance Conditions: The operation of the facility must be conducted in such a manner that dust, litter, vectors, noise, and odors do not cause a nuisance condition or pose a threat to the human health and safety. Operational controls deemed necessary by the Department to correct nuisance conditions must be implemented.

PUBLIC YARD WASTE DROP OFF AREA: AUTHORIZED MATERIAL and OPERATION

20. Acceptable Wastes: Yard waste may be accepted from the general public. Separated leaves and grass clippings will be brought to the compost facility for processing. Mixed yard waste, brush and logs will be brought to the wood mulch processing facility for management. All waste will be transferred from the drop off area to the processing areas at the start of the next operating day.

21. Nuisance Conditions: The operation of the facility must be conducted in such a manner that dust, litter, vectors, noise, and odors do not cause a nuisance condition or pose a threat to the human health and safety. Operational controls deemed necessary by the Department to correct nuisance conditions must be implemented.

YARD WASTE COMPOSTING: AUTHORIZED WASTE and OPERATION

22. Tonnage Limits: The facility is approved to accept up to 110,000 cubic yards of yard waste (leaves, grass clippings) for windrow composting annually.

23. Composting Operations: The operation of the facility must follow acceptable methods of composting which results in the aerobic biochemical decomposition of the organic material received. Grass clippings must be incorporated into windrows for composting promptly to minimize odors.

24. Storm Water: Drainage must be diverted away from the operating area of the composting facility.

25. Leachate Collection: The integrity of the concrete barriers separating the operating pad from the leachate collection swales must be maintained so that leachate can flow freely into the retention pond.

26. Setbacks: A minimum 25-foot setback from drainage swales to active composting operation shall be maintained.

27. Leachate Control: The leachate collection system shall be continuously maintained by the permittee. This includes but is not limited to: draining the leachate collection pond into the landfill leachate collection system when full; cleaning concrete leachate collection swales of the vegetative matter and compost fines; and flushing the concrete swales as necessary to ensure that the leachate flows unimpeded into the retention pond.

28. Product Storage: On-site storage of product is limited to 24 months, unless otherwise approved in writing by the Department.

C&D DEBRIS CONCRETE & ASPHALT PROCESSING: AUTHORIZED WASTE and OPERATION

29. Tonnage Limits: The permittee is authorized to accept uncontaminated concrete and asphalt pavement for processing. A maximum of 350 tons per day, not to exceed 100,000 tons per year of waste concrete and asphalt pavement may be received at the facility for processing. The asphalt and concrete shall remain separate at all times.

30. Storage Limits: The permittee is authorized to store the following:

- a. A maximum of 4,978 cubic yards (6,014 tons) of pre-processed concrete and asphalt pavement;
- b. A maximum of 7,640 cubic yards (9,128 tons) of recycled concrete and asphalt aggregate.

31. Unacceptable Wastes: The permittee is prohibited from accepting municipal solid waste; mixed construction and demolition debris; hazardous waste; liquid waste; sewage sludge or septage; chemical or explosive waste; or industrial wastes as defined in 6 NYCRR 360 and/or Part 371; infectious or medical wastes as defined in Public Health Law 1389-aa and Environmental Conservation Law Article 27 Section 1501; waste tires in bulk; yard waste; asbestos waste.

32. AOC Products: The facility shall not produce Alternative Operating Cover (AOC) products without prior written approval from the Region 3 RMME.

33. Vehicles: The permittee shall require that all vehicles delivering wastes to the site be appropriately enclosed or covered, or their contents appropriately secured, so as to prevent dust and blowing litter. The permittee shall deny entry to any vehicle that does not comply with this condition.

34. Storage and Processing: C&D debris, products made from C&D, or residues of C&D debris processing shall be confined to only those areas which are designated for C&D debris processing in the approved facility site plan – Concrete & Asphalt Crushing and Wood Mulching Facilities (Figure #1B dated May 2010).

WOOD MULCH PROCESSING: AUTHORIZED MATERIALS and OPERATION

35. Tonnage Limits: A maximum of 70 tons per day, not to exceed 20,000 tons per year of brush, logs, and seasonal (early spring/early fall) mixed yard waste may be accepted at the facility for active grinding/processing as outlined in the O&M Plan and in accordance with 6 NYCRR Part 361-4.

36. Storage Limits: The permittee is authorized to store a maximum of 20,000 cubic yards of pre-processed wood and wood mulch product. Wood waste and mulch piles shall not exceed 20 feet in height and the area at the base shall not exceed 5,000 square feet.

37. Vehicles: The permittee shall require that all vehicles delivering wastes to the site be appropriately enclosed or covered, or their contents appropriately secured, so as to prevent dust and blowing litter. The permittee shall deny entry to any vehicle that does not comply with this condition.

38. Berm Maintenance: The berm protecting the stream from organic waste deposits must be maintained and kept set back at a minimum of 25 feet from the stream.

GENERAL CONDITIONS PERTAINING TO ALL FACILITIES
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SAFEGUARDS TO THE CLARKSTOWN LANDFILL

General Condition 1 – No activities within the landfill confines are authorized beyond the facility limits shown on the following site plans. This includes the staging of materials, equipment, and the parking of cars. No activities will be authorized that will modify or potentially impact the integrity of the landfill cap, gas collection, post-closure monitoring, and leachate collection systems.

1. Rockland County Solid Waste Management Authority Facility Site Plan Transfer Station, Recycling Transfer Area, Leaf Composting Site – 1A
2. Rockland County Solid Waste Management Authority Facility Site Plan Concrete and Asphalt Crushing and Wood Mulching Facility – 1B

General Condition 2 – Access to the leachate collection system by vehicle via the top of the retention pond basin's berm must be maintained.

General Condition 3 – The use of the roads at the landfill, other than the paved access road, is strictly limited to uses authorized by the Division of Environmental Remediation (DER).

General Condition 4 – Traffic over the paved access road between the compost facility and the C&D debris processing facility is approved by DER subject to the following:

Any damage to the capping system beneath or adjoining the gravel access roadway between the compost and C&D debris processing facilities (beyond normal maintenance), as determined solely by DER, will result in the immediate cessation of traffic over this roadway, the suspension of authorization from DER to use the roadway, and the immediate repair of the damage.

General Condition 5 – All traffic is to be limited to a maximum axle load of 38,000 pounds, provided that the machine is also road legal and is standard equipped from the manufacturer.

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General Condition 6 – The approved mix of traffic at the facility is shown on the following table. The permittee must seek DER’s approval if this traffic significantly changes:

Expected truck traffic loading

Truck Class	% of Trucks	Wt. Loaded (lbs)	Inbound Yearly Count
2 axles, 4 tire	19.2	N/A	2,456
2 axles, 6 tire	55.5	24,000	7,074
3 + axles	23.2	46,000	2,975
5 axles	2.0	87,000	236

*In addition, loading from a 950 Caterpillar Front End Loader with 2 axles (gross vehicle weight of 32,000 lbs) and a 970 Caterpillar Front End Loader with 2 axles (gross vehicle weight of 52,000 lbs) is also authorized.

General Condition 7 – Any degradation of the asphalt; i.e., rutting or cracking will be repaired and the cause of the damage identified and eliminated. Additionally, any traffic suspected of damaging the asphalt surface must be eliminated. All such occurrences of damage and repairs shall be documented in a cover letter transmitting the annual reports for the facilities. See GC#28.

General Condition 8 – No penetration of the asphalt layer will be permitted unless authorized in writing by DER.

FACILITY OPERATIONS

General Condition 9 – Control Program: Pursuant to Part 360.19(c) a control program, which must include an employee training program, must be instituted to recognize and properly handle unauthorized waste brought to the facility. An employee who has been trained in accordance with the Department-approved training program must be present as loads of incoming solid waste are discharged onto the tipping floor or processing pad to inspect each load for unauthorized waste.

Unauthorized waste received at the facility shall be removed from the facility as soon as practicable but not to exceed 90 days after discovery. The Department must be notified of each incident as specified elsewhere in this permit, and in the annual report. Records of each incident shall be maintained pursuant to Part 360.19(k) and made available for Department review at the facility. At a minimum, the record of the incident shall contain the date the waste was received, the type of waste received, the date of disposal, the disposal method, and the location of disposal. Any unauthorized waste accepted at the facility must be managed in accordance with applicable Federal or State laws and regulations.

Radioactive waste procedures: In the event that the radiation detectors are activated and it is confirmed that the radioactive waste is within the hauling vehicle, the Agency shall implement its contingency plan including segregation of the load. The load shall not be allowed to leave the site without appropriate DOT permits. If the permittee chooses to segregate the load to remove the waste in question, a plan shall be submitted to the Department for review until such time as the contingency plan with acceptable procedures is approved.

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General Condition 10 - The facility may RECEIVE waste only during the following periods:

MONDAY through FRIDAY:	between 7:00 A.M. and 4:00 P.M.
SATURDAY:	between 7:00 A.M. and 12:00 P.M. (NOON)

All receipt, delivery, or other operations are prohibited on all Sundays.

The facility shall not operate on the following New York State Holidays: New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, and Christmas Day, unless otherwise authorized by the Department.

The facility may PROCESS waste as necessary only during the following periods:

MONDAY through FRIDAY:	between 7:00 A.M. and 6:00 P.M.
SATURDAY:	between 7:00 A.M. and 2:00 P.M.

General Condition 11 – Safety hazards to all persons at the facility shall be minimized at all times.

General Condition 12 – Access to and use of the facility shall be controlled by fencing, gates, and signs. A sign posted at all access points shall state the hours of operation and the types of waste accepted by the facility for processing.

General Condition 13 – The permittee shall keep all facility employees familiar with the Operation and Maintenance Manual (O&MM) and have it available for ready reference on the site.

CONSTRUCTION REQUIREMENTS

General Condition 14 - New Construction: At least ninety (90) days prior to commencement of any new construction, including subsequent phases, the permittee shall submit to the Department for its review and approval, engineering plans prepared by an individual who is licensed to practice engineering in the State of New York. Except for emergency repairs, no construction shall commence until written approval is received from the Department. All construction activities at this site must be supervised by an individual licensed to practice engineering in the State of New York.

General Condition 15 – Plans and Specifications: All construction shall be in strict conformance with engineering plans, specifications and reports prepared by a Professional Engineer (PE) licensed to practice in New York State and any revisions to these plans and reports which are approved in writing by the Department.

General Condition 16 - Notifications: The permittee must notify the Department in writing and five (5) days prior to commencement of any construction, including subsequent phases of a construction project, to provide the Department with an opportunity to observe and inspect the construction.

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General Condition 17 - Certification: A Construction Certification Report signed, stamped and certified by a professional engineer (PE) licensed to practice in the State of New York, must be submitted to the Department within forty-five (45) days after completion of any construction. The construction certification report must certify that the construction was completed in accordance with the PE certified plans and/or reports and in compliance with all applicable 6 NYCRR Part 360 Series regulations. As-built drawings of the new construction and the entire facility, as well as photographs, shall be submitted to the Department as part of the Report.

ENVIRONMENTAL MONITOR

General Condition 18 - Assignment: Pursuant to Part 360.20, permit # 3-3920-00152-00004 and Order on Consent R3-20080502-15, the permittee shall continue to fund an on-site environmental monitor (OSEM). Department employees shall act as OSEMs at the facility. The OSEM shall be present during all aspects of facility operation and construction at times designated by the Department. It is not the intention of this condition to prevent the permittee from conducting such activities as are otherwise authorized by this permit if the OSEM is unable to be present at any particular time.

General Condition 19 - Facilities: The permittee shall provide office space which shall at a minimum include a desk, chair, phone, internet connection, and any other appropriate office equipment required by the OSEM to undertake normal duties. This office space and equipment must be acceptable to the Department.

General Condition 20 - Monitor Account: The account to fund the environmental monitor(s), shall continue as follows:

- A. Upon written notification, the Permittee shall fund environmental monitoring services to be performed by or on behalf of the Department. These monitoring services will include, but not be limited to, the scope of work in an annual environmental monitoring work plan which is incorporated by reference and enforceable under this Permit.
- B. The Permittee shall provide to the Department on an annual basis the funds necessary to support the activities set forth in the annual environmental monitoring work plan. The sum to be provided will be based on the annual budgeted amount and is subject to annual revision. Subsequent annual payments shall be made for the duration of this Permit or until the environmental monitoring services are no longer necessary, whichever comes first.
- C. The Permittee shall be billed annually, prior to the start of each State Fiscal Year (SFY) (April 1). If this Permit is to first become effective subsequent to April 1, the initial bill will be for an amount sufficient to meet the anticipated cost of the environmental monitoring services through the end of the current SFY.
- D. The Department may revise the required annual bill on an annual basis to include all of the Department's estimated costs associated with the environmental monitoring services. The annual revision may take into account such factors as inflation, salary increases, changes in the fringe benefits rate, changes in operating hours and procedures, changes in non-personal service costs (including travel, training, sampling and analytical, and equipment costs, etc.), an increase or decrease in the level of environmental monitoring services necessary, and an increase or decrease in the number of environmental monitors. Upon written request by the Permittee, the Department shall provide the Permittee with a written explanation of the basis

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for any revisions.

- E. Prior to making its annual payment, the Permittee will receive, and have an opportunity to review, an annual environmental monitoring work plan that the Department will undertake during the year.
- F. Payments are to be made in advance of the period in which they will be expended and shall be made in full within 30 days of receiving a bill from the Department. The bill from the Department to the Permittee will provide information regarding to whom payments should be made payable and the address to which payments should be sent.
- G. Failure to make the required payments shall be a violation of this Permit. The Department reserves all rights to take appropriate action to enforce the above payment provisions.
- H. The environmental monitor shall, when present at any of the Permittee facilities, abide by all of the Permittee health and safety and operational requirements and policies, if such requirements and policies exist and provided they are not inconsistent with Department policies and labor management contracts, and further provided, however, that this shall not be construed as limiting the environmental monitor's powers as otherwise provided for by law and shall not result in the environmental monitor being afforded less protection than otherwise provided to the environmental monitor by State and Federal health and safety requirements.
- I. The environmental monitor shall receive from the Permittee all general and site-specific safety training which is normally given to new facility/site employees for all areas of the facility or site. This training will be a supplement to the health and safety training that the environmental monitor receives from the Department.
- J. Upon selection of the environmental monitor, the Permittee shall immediately furnish to the environmental monitor any facility/site health and safety and operational requirements and policies. Within five (5) days of any revision to the facility/site health and safety and operational requirements and policies, the Permittee shall furnish to the environmental monitor the health and safety and operational requirements and policies.
- K. The environmental monitor shall be permitted to use environmental monitoring and data collection devices (e.g., photo ionization detectors, cameras, video recording devices, computers, cell phones, etc.) deemed necessary by the Department to evaluate and document observed conditions. Copies of the data or images collected from areas where confidentiality is a concern shall be provided to the Permittee upon their request. The Permittee may request the data and images be considered confidential information if appropriate.
- L. It will remain the responsibility of the Permittee to contact the Spill Hotline or any Division within the Department regarding any required notification of any spill, release, exceedances etc. Notification to the environmental monitor will not be considered sufficient to replace any required notifications.

APPROVED DOCUMENTS

General Condition 21 - Approved or Relevant Documents: The facility shall be operated in conformance with the following approved or relevant plans and documents, **to the extent they do not conflict with 6 NYCRR Part 360 Series Solid Waste Management Facilities Regulations and this permit**:

- a. Rockland County Solid Waste Management Authority, Clarkstown Solid Waste Management Facility – West Nyack, New York, Facility Site Plan – Concrete and Asphalt Crushing and Wood Mulching Facilities; William F. Cosulich Associates PC, May 2020.
- b. Rockland County Solid Waste Management Authority Revised Permit Modification Application for the Clarkstown Solid Waste Management Facilities; William F. Cosulich Associates PC, February 2011.
- c. Rockland County Solid Waste Management Authority, permit renewal application dated July 3, 2019, and the subsequent response to Request for Additional Information No. 1 dated on July 9, 2020, September 14, 2020, and September 15, 2020 including an updated Facility Manual dated September 14, 2020 signed and stamped by Mark Millsbaugh P.E.

The above documents supersede all previously approved plans for the facility. Department reserves the right to request, after permit approval, updated documents.

SUBMISSIONS, APPROVALS, and NOTIFICATIONS

General Condition 22 - Submissions: Unless otherwise specified, all submissions required by this permit shall be made as follows:

One paper copy and one digital copy to:

Regional Materials Management Engineer
Division of Materials Management – Region 3
New York State Department of Environmental Conservation
21 South Putt Corners Road
New Paltz, New York, 12561-1620

One paper copy and one digital copy to:

Bureau of Permitting and Planning
Division of Materials Management
New York State Department of Environmental Conservation
625 Broadway, 9th Floor
Albany, New York 12233-7258

General Condition 23 - Approvals: All approvals required by this permit shall be obtained in writing from either the Regional Materials Management Engineer (RMME) or the Regional Permit Administrator (RPA), or their designees.

The permittee shall obtain prior approval from the Department for any new construction or work which will result in a modification of the facility or any component of the facility.

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Prior approval is not required for the repair or replacement of a facility component provided that such repair or replacement does not result in a modification of the facility or any component of the facility and provided that the Department is notified in writing within 24 hours after completion of the repair or replacement work. However, repairs such as floor replacement, scales, and leachate collection system repairs do require prior notice, plans and approval as deemed necessary by the Department.

Emergency or other repairs to facility components which result in a modification, as defined above, are undertaken at the risk of the permittee, unless prior approval is granted by the Department. The permittee shall restore the facility to its previously approved configuration, if directed to do so by the Department.

General Condition 24 - Notifications: The permittee shall notify the Regional On-Site Environmental Monitors Coordinator ("ROSEMC") by telephone (845-256-3138) or e-mail (David.Pollock@dec.ny.gov) immediately of any emergency situations, including but not limited to fires, receipt of unauthorized waste, spills, a cessation of operation at the facility, liquid detected in any secondary containment system, or if any structure or component becomes damaged or malfunctions in any way. The notification shall describe the nature of the emergency, emergency actions taken or proposed, and the schedule for implementation of the emergency actions. These emergency incidents must be further documented in the facility's annual report.

Prior to performing any non-routine construction, monitoring, or maintenance activity, (except for emergency repairs), the ROSEMC shall be notified in writing at least five (5) business days in advance of such activity.

REPORTS and RECORDS

General Condition 25 - Permit and Plans: A copy of this permit, along with all documents mentioned in the special conditions and documents required by 6 NYCRR Part 360 Series regulations, must be available for inspection by NYSDEC, or the Rockland County Health Department, during operational hours at the project site.

The permittee shall make all facility employees familiar with the approved Operations & Maintenance Manual and Contingency Plan and have them available for ready reference on the site. The permittee shall provide copies of the approved plans to the Rockland County Health Department.

The facility shall have an individual(s) on site that is (are) sufficiently trained in the implementation of the Contingency Plan and is/are sufficiently trained in incident response. The permittee shall be responsible for making these documents available for non-English speaking employees whose primary language is other than English. These documents must be available to employees no later than sixty (60) days after the effective date of this permit and/or the start of a new employee with special language requirements.

General Condition 26 - Updates: All reports, plans and manuals, unless otherwise specified in the permit application or special conditions, must be updated no less frequently than renewal of the permit to operate. The permittee must submit revised plans and reports at any time that such revisions are necessary to comply with revised 6 NYCRR Part 360 Series regulations and/or whenever the permittee is notified by the Department that revisions are necessary to comply with applicable 6 NYCRR Part 360 Series regulations, regardless of whether or not such plans or reports have been previously approved. All updated plans, manuals, and reports must be prepared, stamped and signed by a Professional Engineer licensed to practice engineering in the State of New York.

General Condition 27 - Annual Report: An annual report shall be submitted no later than March 1 of each calendar year while this permit is in effect. The annual report must be prepared for each facility in accordance with Part 360.19(k)(3) and the following:

Part 362-3.6(b) – Transfer Station operations: The annual report must include a revised closure/post-closure cost estimate in accordance with Part 360 Series regulations.

Part 361-3.2(e)(33) – Yard Waste composting operations.

Part 361-4.6(b) - Wood Mulching operations.

Part 361-5.5(b) – C&D Debris Processing operations: In addition to total facility throughput, details of any equipment added to the facility and any occurrences which have led to change in facility procedures during the reporting period must be included in the report.

All annual report forms can be downloaded from this link: <https://www.dec.ny.gov/chemical/52706.html>

General Condition 28 - Logs and Inspections: A daily log for receipt and transport of all waste shall be maintained in accordance with 6 NYCRR Part 360.19(k)(2) and be available for Department review. The daily log must contain, at a minimum: the date; name and signature of the individual recording the information; the quantity, description, and origin of waste received at the facility; the quantity and destination of recyclables/compost/mulch sent from the facility by major category; and, the quantity and destination of C&D debris and MSW and other approved wastes sent from the facility for disposal. For the Authority, electronic tickets may be used.

Any complaint received by the permittee about the operation of this facility must be documented in a complaint log book, with a description of action taken to alleviate the concern and the results of the action. Documentation must be available for review at the Department's request. The log must contain the date and time of the complaint, nature of the complaint, name of person (whether Department staff, resident, employees, etc.) reporting the complaint, weather conditions at time of complaint, the action taken to alleviate the condition, and the effectiveness of the actions taken.

All incoming waste received at the facility must be inspected prior to acceptance and inspected again after tipping for unacceptable and/or unauthorized wastes. Inspections of random and/or suspicious loads must be recorded on a daily basis and must contain the date of the inspection; the signature of the individual recording the information; a description of the wastes; the type of unauthorized waste found (if applicable); and the final disposition of the unauthorized waste. Such records must be maintained at the site and be available for Department review.

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
PERMIT ID 3-3920-00152/00004**

All inspection logs, records and monitoring records shall be maintained on-site by the permittee for a period of seven years from the date of recording.

CHANGES in FACILITY OWNERSHIP or MANAGEMENT

General Condition 29 - Transfer Process: Pursuant to 6 NYCRR Part 621, prior to a change in the owner(s) or the operator(s) the facility, the permittee is required to submit for approval, on Department-approved forms, information needed by the Department to determine the fitness of the individual or company who will assume operation or ownership of the facility. The following requirements apply:

- a. If the permittee intends to contract with an individual or company to become a new operator of the facility, the permittee must notify the Department (Regional Materials Management Engineer) in writing at least thirty (30) days prior to the proposed change in operator and the proposed operator must submit a completed Record of Compliance (ROC) form.
- b. For a corporate permittee, whose stock is privately held, if there is any change in officers, principals, directors or stockholders of the permitted company, the permittee must notify the Department (Regional Materials Management Engineer, or RMME) at least thirty (30) days prior to this change and submit a completed ROC form for each officer, principal, etc. that is proposed to change.
- c. If an individual or another company acquires any or all of the stock of the permitted company, the stock buyer must notify the Department at least thirty (30) days prior to the proposed change in stock ownership and submit a completed ROC form. If the stock buyer is a non-publicly traded company, then any officer, principal, director or stockholder of the company acquiring the stock, as well as the company itself, must submit a completed ROC form. If the new stockholder is a publicly traded company, any stockholder of it who owns (or increases their stock ownership to) at least 25% of the publicly traded stock must submit a "30-day prior notification" and a completed ROC form to the Department.

CLOSURE REQUIREMENTS

General Condition 30 - Closure: Unless this permit is renewed, the permittee shall close the site prior to the expiration date of this permit or prior to the expiration of any renewals of this permit in accordance with the closure requirements in 6 NYCRR Part 360.21, and any approved closure plan.

Within forty-five 45 days of the completion of the closure activities, the permittee shall submit to the RMME a certification, prepared and stamped by a Professional Engineer licensed to practice engineering in New York State, that the facility has been closed in accordance with 6 NYCRR Part 360 series regulations; and certifying that the need for further maintenance or corrective actions is minimized and that adverse environmental or health impacts such as, but not limited to, contravention of surface water and groundwater quality standards, gas migration, odors and vectors are prevented or remedied.

CESSATION of CONSTRUCTION or OPERATIONS

General Condition 31 - Cessation: The facility must routinely and regularly receive authorized solid waste during the permit period. All equipment necessary for the safe and compliant operation of the facility, and required by the approved Engineering Report, O&M Manual, Contingency Plan, and the terms of this permit, must be in place and functional at all times. If construction or operation activities allowed under this permit cease for a period of twelve (12) consecutive months, the permit automatically expires on the last day of the 12th month following cessation of activities. There is no automatic expiration when the cessation of construction or operation is caused by factors beyond the reasonable control of the permittee, as determined by the Department, or when such cessation is in accordance with the provisions of the permit.

GENERAL CONDITIONS - Apply to ALL Authorized Permits

1. Facility Inspection by the Department: The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations: Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. Applications For Permit Renewals, Modifications or Transfers: The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submissions of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC REGION 3 HEADQUARTERS
21 SOUTH PUTT CORNERS RD
NEW PALTZ, NY 12561 -1620

4. Submission of Renewal Application: The permittee must submit a renewal application at least 180 days before permit expiration for the following permit authorizations: Solid Waste Management.

5. Permit Modifications, Suspensions and Revocations by the Department: The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS
--

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

Item E: SEQR Type 2 Action, Renewal

Under the State Environmental Quality Review Act (SEQR), the Department of Environmental Conservation has determined that this permit is a renewal where there will be no material change in permit conditions or the scope of permitted activities and is therefore a Type II Action and not subject to further procedures under this law.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 3

21 South Putt Corners Road, New Paltz, NY 12561-1620

P: (845) 256-3054 | F: (845) 255-4659

<https://www.dec.ny.gov>



**Department of
Environmental
Conservation**

IMPORTANT NOTICE TO ALL PERMITTEES

The permit you requested is enclosed. Please read it carefully and note the conditions that are included in it. The permit is valid for only that activity expressly authorized therein; work beyond the scope of the permit may be considered a violation of law and be subject to appropriate enforcement action. Granting of this permit does not relieve the permittee of the responsibility of obtaining any other permission, consent or approval from any other federal, state, or local government which may be required.

Please note the expiration date of the permit. Applications for permit renewal should be made well in advance of the expiration date (minimum of 180 days for Solid Waste Permits) and submitted to the Regional Permit Administrator at the above address.

The DEC permit number & program ID number noted on page 1 under "Permit Authorization" of the permit are important and should be retained for your records. These numbers should be referenced on all correspondence related to the permit, and on any future applications for permits associated with this facility/project area.

Please also note the modification request for this facility was withdrawn. There are no changes to facility hours and allowable tonnages.

If you have any questions on the extent of work authorized or your obligations under the permit, please contact the staff person indicated below or the Division of Environmental Permits at the above address.

Michael V. Grosso

Division of Environmental Permits, Region 3
Telephone (845) 256-3165

- ☐ Applicable only if checked. All work authorized under this permit is prohibited during trout spawning season commencing October 1 and ending April 30.
- ☐ Applicable only if checked for STORMWATER SPDES INFORMATION: We have determined that your project requires coverage under the General Stormwater SPDES Permit. You must file a Notice of Intent to obtain coverage under the General Permit. This form can be downloaded at: <http://www.dec.ny.gov/chemical/43133.html>
- ☐ Applicable only if checked - MS4 Areas: This site is within an MS4 area (Municipal Separate Storm Sewer System), therefore the SWPPP must be reviewed and accepted by the municipality. The MS-4 Acceptance Form must be submitted in addition to the Notice of Intent.

Send the completed form(s) to: NYS DEC, Stormwater Permitting, Division of Water, 625 Broadway, Albany, New York 12233-3505.



**Department of
Environmental
Conservation**

APPENDIX C

DESIGNATED LONG-HAUL DRIVER DEBARMENT CRITERIA

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

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.

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Hauling Services for the Clarkstown Transfer Station

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.

ROCKLAND GREEN

DESIGNATED LONG-HAUL DRIVER DEBARMENT CRITERIA

1. Operation of vehicles in an unsafe manner at the Scale on the Transfer Station 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) or onto local roads; and failure to cover open top vehicles containing Solid Waste, including Recyclable Materials.
4. Belligerent or threatening behavior by hauler employees.
5. Failure to affix DOH specified registration numbers or stickers on vehicles.
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 D

HISTORICAL QUANTITIES OF ACCEPTABLE WASTE

The following table identifies the historical quantities of Acceptable Waste generated at the Transfer Station for 2021, 2022 and January 1, 2023 through October 28, 2023.

2021	2022	Jan. 1, 2023 – Oct. 28, 2023
197,511.89 Tons	196,375.86 Tons	159,219.92 Tons

APPENDIX E

FUEL REPLENISHMENT PROGRAM

FUEL REPLENISHMENT

Pursuant to Hauling Service Agreement, Rockland Green shall provide the Hauling Contractor with fuel for hauling Acceptable Waste from the Transfer Station to the Designated Disposal Facility, as set forth in and subject to the allotment limitations below:

1. Fuel Amounts and Limitations

Disposal Facility	Gallons Allotted⁴
<i>Live Loads</i>	
New York	125 gallons
<i>Drop and Hook Loads</i>	
New York	125 gallons
Disposal Facility	Gallons Allotted⁵
<i>Live Loads</i>	
Pennsylvania	50 gallons
<i>Drop and Hook Loads</i>	
Pennsylvania	50 gallons

2. Fuel Replenishment Program Requirements

- a. The Hauling Contractor shall observe the gallon limitation set forth above.
- b. The Hauling Contractor shall only pump fuel into the hauling vehicles after receiving a full load of Acceptable Waste at the Transfer Station.

⁴ In the event of a change in the Designated Disposal Facility(ies) which results in a change in the mileage to such Designated Disposal Facility(ies), there shall be a proportionate adjustment to the number of gallons of fuel allotted for each load of Acceptable Waste delivered to such new Designated Disposal Facility(ies), to reflect the change in such mileage.

⁵ In the event of a change in the Designated Disposal Facility(ies) which results in a change in the mileage to such Designated Disposal Facility(ies), there shall be a proportionate adjustment to the number of gallons of fuel allotted for each load of Acceptable Waste delivered to such new Designated Disposal Facility(ies), to reflect the change in such mileage.

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Hauling Services for the Clarkstown Transfer Station

- c. The Hauling Contractor shall only utilize the fueling station at the Clarkstown Transfer Station.
- 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 Transfer Station Site, the hauler shall not have a further opportunity to fill up utilizing the fuel allotment provision. For example, if hauler H going to New York fills up his vehicle with 100 gallons and leaves the Site, he forfeits the remaining 25 gallons he has been allotted.
- e. To the extent the Hauling Contractor receives greater fuel efficiencies 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.
- f. Rockland Green shall make available to the Hauling Contractor keys for use of the Clarkstown 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

125 GALLONS Max. for New York
50 GALLONS Max. for Pennsylvania

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 F

**DEPARTMENT OF HEALTH
HAULER PERMIT APPLICATION**

Request for Proposals 2023-11
Hauling Services for the Clarkstown Transfer Station

DEPARTMENT OF HEALTH
HAULER PERMIT APPLICATION

The Hauling Contractor is required to obtain and maintain a hauler permit with the Rockland County Department of Health. The Department of Health's Hauler Permit Application can be obtained through the following link: <http://rocklandgov.com/departments/health/forms-and-permit-applications/>.

APPENDIX G

DESIGNATED DISPOSAL FACILITIES

DESIGNATED DISPOSAL FACILITIES

I. DESIGNATED DISPOSAL FACILITIES UNDER OPTION A

The following landfills constitute the Designated Disposal Facilities under Option A:

- The Ontario County Landfill – 1879 Routes 5&20, Stanley, New York 14561
- The Hyland Landfill – 6653 Herdman Road, Angelica, New York 14709
- The Chemung Landfill – 488 County Road 60, Elmira, New York 14901

II. DESIGNATED DISPOSAL FACILITIES UNDER OPTION B

The following landfills constitute the Designated Disposal Facilities under Option B:

For the first six months of the Term (Jan. 1, 2024 – Aug. 31, 2024):

- The Ontario County Landfill – 1879 Routes 5&20, Stanley, New York 14561
- The Hyland Landfill – 6653 Herdman Road, Angelica, New York 14709
- The Chemung Landfill – 488 County Road 60, Elmira, New York 14901

For the remaining Term of the Hauling Service Agreement (Sep. 1, 2024 – end of the Term):

- The Alliance Landfill – 398 S. Keyser Avenue, Taylor, Pennsylvania 18517
- The Grand Central Landfill – 910 W. Pennsylvania Avenue, Pen Argyl, Pennsylvania 18072

Proposers are advised that Rockland Green shall have the right during the Term of the Hauling Service Agreement to change the Designated Disposal Facility at its discretion. (Such right will be further described in the Hauling Service Agreement.)

APPENDIX H

DRAFT HAULING SERVICE AGREEMENT

[To be provided by Addendum]

APPENDIX I

FORM OF PERFORMANCE BOND

Request for Proposals 2023-11
Hauling Services for the Clarkstown Transfer Station

FORM OF PERFORMANCE BOND

Bond No. _____

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

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of _____, and entitled _____ (the “Agreement”).

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

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

IN WITNESS WHEREFORE, the Principal and Surety have hereto set their hands and seals this _____ day of _____, 20____.

PRINCIPAL SURETY

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

[Title] [Address]

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[Phone]

Attest: _____ Attest: _____

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

The total premium for this Bond is \$_____.

[END OF PERFORMANCE BOND]

APPENDIX J

FORM OF GUARANTY AGREEMENT

FORM OF
GUARANTY AGREEMENT

Between

ROCKLAND GREEN

and

[]

Dated as of

[], 202[]

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GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT is made and dated as of [], 202[] between [], a [] organized and existing under the laws of the State of [] (together with any permitted successors and assigns hereunder the “Guarantor”), and 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”).

RECITALS

WHEREAS, Rockland Green and [] (the “Hauling Contractor”), have entered into the Hauling Service Agreement dated as of [], 202[], as amended from time to time (the “Hauling Service Agreement”), whereby the Hauling Contractor has agreed to perform Hauling Services from the Clarkstown Transfer Station to Rockland Green’s Designated Disposal Facilities, all as more particularly described therein.

WHEREAS, Rockland Green will enter into the Hauling Service Agreement only if the Guarantor guarantees the performance by the Hauling Contractor of all of the Hauling Contractor’s responsibilities and obligations under the Hauling Service Agreement as set forth in this Guaranty Agreement (the “Guaranty”).

WHEREAS, in order to induce the execution and delivery of the Hauling Service Agreement by Rockland Green and in consideration thereof, the Guarantor agrees as follows.

ARTICLE 1

DEFINITIONS AND INTERPRETATION

Section 1.1 DEFINITIONS. For the purposes of this Guaranty, the following words and terms shall have the respective meanings set forth as follows. Any other capitalized word or term used but not defined herein is used as defined in the Hauling Service Agreement.

“Obligations” means Hauling Services, Contract Services and the covenants and agreements of, the Hauling Contractor pursuant to the terms of the Hauling Service Agreement.

“Transaction Agreement” means any agreement entered into by the Hauling Contractor or Rockland Green in connection with the transactions contemplated by the Hauling Service Agreement.

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

(A) References Hereto. The terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms refer to this Guaranty, and the term “hereafter” means after the date of execution of this Guaranty.

(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, municipal entities, 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 Guaranty shall be solely for convenience of reference and shall not constitute a part of this Guaranty, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement; Authority. This Guaranty constitutes the entire agreement between the parties hereto with respect to the transactions contemplated by this Guaranty. Nothing in this Guaranty is intended to confer on any person other than the Guarantor, Rockland Green and their permitted successors and assigns hereunder any rights or remedies under or by reason of this Guaranty.

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

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

(H) Severability. If any clause, provision, subsection, Section or Article of this Guaranty shall be ruled invalid by any court of competent jurisdiction, the invalidity of any such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Guaranty shall be construed and enforced as if such invalid portion did not exist, provided that such construction and enforcement shall not increase the liability of the Guarantor beyond that expressly set forth herein.

(I) Approvals. All approvals, consents and acceptances required to be given or made by any party hereto shall be at the sole discretion of the party whose approval, consent or acceptance is required.

(J) Payments. All payments required to be made by the Guarantor hereunder shall be made in lawful money of the United States of America.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR

Section 2.1 REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR.

The Guarantor hereby represents and warrants that:

(A) Existence and Powers. The Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of _____, with the full legal right, power and authority to enter into and perform its obligations under this Guaranty.

(B) Due Authorization and Binding Obligation. This Guaranty has been duly authorized, executed and delivered by all necessary company action of the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

(C) No Conflict. To the best of its knowledge; neither the execution nor delivery by the Guarantor of this Guaranty nor the performance by the Guarantor of its obligations in connection with the transaction contemplated hereby or the fulfillment by the Guarantor of the terms and conditions hereof: (a) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Guarantor; (b) conflicts with, violates or results in a breach of any term or condition of the Guarantor's corporate charter or bylaws or any order, judgment or decree, or any contract, agreement or instrument to which the Guarantor is a party or by which the Guarantor or any of its properties or assets are bound, or constitutes a default under any of the foregoing; or (c) shall result in the creation or imposition of any material encumbrance of any nature whatsoever upon any of the properties or assets of the Guarantor except as permitted hereby.

(D) No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body is required for the valid execution and delivery of this Guaranty by the Guarantor or the performance of its payment or other obligations hereunder, except as such shall have been duly obtained or made.

(E) No Litigation. Except as disclosed in writing to Rockland Green, there is no Legal Proceeding, at law or in equity, before or by any Governmental Body pending or, to the best of the Guarantor's knowledge, overtly threatened or publicly announced against the Guarantor, in which

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an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the validity, legality or enforceability of this Guaranty against the Guarantor, or on the ability of the Guarantor to perform its obligations hereunder.

(F) No Legal Prohibition. The Guarantor 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 Guarantor of this Guaranty and the transactions contemplated by this Guaranty other than applicable bankruptcy laws.

(G) Consent to Hauling Service Agreement. The Guarantor acknowledges that it has received an executed copy of the Hauling Service Agreement and is fully aware of its terms and conditions.

(H) Consideration. This Guaranty is made in furtherance of the purposes for which the Guarantor has been organized, and the assumption by the Guarantor of its obligations hereunder shall result in a material benefit to the Guarantor.

(I) Financial Statements. All financial statements furnished by the Guarantor to Rockland Green fully and accurately reflect the financial condition of the Guarantor for the dates and period indicated, and that as of the date of execution of this Guaranty there has been no Material Adverse Change in the financial condition of Guarantor since the date of such statements.

ARTICLE 3

GUARANTY COVENANTS

Section 3.1 GUARANTY TO ROCKLAND GREEN. The Guarantor hereby absolutely, presently, irrevocably and unconditionally guarantees to Rockland Green for the benefit of Rockland Green (1) the full and prompt payment when due of each and all of the payments required to be credited or made by the Hauling Contractor under the Hauling Service Agreement (including all amendments and supplements thereto) to, or for the account of, Rockland Green, when the same shall become due and payable pursuant to this Guaranty, and (2) the full and prompt performance and observance of each and all of the Obligations. Notwithstanding the unconditional nature of the Guarantor's obligations as set forth herein, the Guarantor shall have the right to assert the defenses provided in Section 3.4 hereof against claims made under this Guaranty.

Section 3.2 RIGHT OF ROCKLAND GREEN TO PROCEED AGAINST GUARANTOR. This Guaranty shall constitute a guaranty of payment and of performance and not of collection, and the Guarantor specifically agrees that in the event of a failure by the Hauling Contractor to pay or perform any Obligation guaranteed hereunder, Rockland Green shall have the right to proceed first and directly against the Guarantor under this Guaranty and without proceeding against the Hauling Contractor or exhausting any other remedies against the Hauling Contractor which Rockland Green may have. Without limiting the foregoing, the Guarantor agrees that it shall not be necessary, and that the Guarantor shall not be entitled to require, as a condition of enforcing the liability of the Guarantor hereunder, that Rockland Green: (1) file suit or proceed to obtain a personal judgment against the Hauling Contractor or any other person that may be liable for the Obligations or any part of the Obligations; (2) make any other effort to obtain payment or performance of the Obligations from the Hauling Contractor other than providing the Hauling Contractor with any notice of such payment or performance as may be required by the terms of the Hauling Service Agreement or required to be given to the Hauling Contractor under Applicable Law; (3) foreclose against or seek to realize upon any security for the Obligations; or (4) exercise any other right or remedy to which Rockland Green is or may be entitled in connection with the Obligations or any security therefor or any other guarantee thereof, except to the extent that any such exercise of such other right or remedy may be a condition to the Obligations of the Hauling Contractor or to the enforcement of remedies under the Hauling Service

Agreement. Upon any unexcused failure by the Hauling Contractor in the payment or performance of any Obligation and the giving of such notice or demand, if any, to the Hauling Contractor or the Guarantor as may be required in connection with such Obligation or this Guaranty, the liability of the Guarantor shall be effective and shall immediately be paid or performed. Notwithstanding Rockland Green's right to proceed directly against the Guarantor, Rockland Green (or any successor) shall not be entitled to more than a single full performance of the Obligations in regard to any breach or non-performance thereof.

Section 3.3 GUARANTY ABSOLUTE AND UNCONDITIONAL. The obligations of the Guarantor hereunder are absolute, present, irrevocable and unconditional and shall remain in full force and effect until the Hauling Contractor shall have fully discharged the Obligations in accordance with their respective terms and conditions, and, except as provided in Section 3.4 hereof, shall not be subject to any counterclaim, set-off, deduction or defense (other than full and strict compliance with, or release, discharge or satisfaction of, such Obligations) based on any claim that the Guarantor may have against the Hauling Contractor, Rockland Green or any other person. Without limiting the foregoing, the obligations of the Guarantor hereunder shall not be released, discharged or in any way modified by reason of any of the following (whether with or without notice to, knowledge by, or further consent of, the Guarantor):

- (1) the extension or renewal of this Guaranty or the Hauling Service Agreement up to the specified Terms of each agreement;
- (2) any exercise or failure, omission or delay by Rockland Green in the exercise of any right, power or remedy conferred on Rockland Green with respect to this Guaranty or the Hauling Service Agreement except to the extent such failure, omission or delay gives rise to an applicable statute of limitations defense with respect to a specific claim;
- (3) any permitted transfer or assignment of rights or obligations under the Hauling Service Agreement or under any other Transaction Agreement by any party thereto or any permitted assignment, conveyance or other transfer of any of their respective interests in the Transfer Station and the Site or in, to or under any of the Transaction Agreements;
- (4) any permitted assignment for the purpose of creating a security interest or mortgage of all or any part of the respective interests of Rockland Green or any other person in any Transaction Agreement or in the Transfer Station or the Site;

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(5) any renewal, amendment, change or modification in respect of any of the Obligations or terms or conditions of any Transaction Agreement;

(6) any failure of title with respect to all or any part of the respective interests of any person in the Transfer Station, or Site;

(7) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, moratorium, arrangement, composition with creditors and/or readjustment of, or other similar proceedings against the Hauling Contractor or the Guarantor, or any of the property of either of them, or any allegation or contest of the validity of this Guaranty or any other Transaction Agreement in any such proceeding (it is specifically understood, consented and agreed to that, to the extent permitted by law, this Guaranty shall remain and continue in full force and effect and shall be enforceable against the Guarantor, to the same extent and with the same force and effect as if any such proceeding had not been instituted and as if no rejection, stay, termination, assumption or modification has occurred as a result thereof, it being the intent and purpose of this Guaranty that the Guarantor shall and does hereby waive all rights and benefits which might accrue to it by reason of any such proceeding);

(8) except as permitted by Sections 4.1 or 4.2 hereof, any sale or other transfer by the Guarantor or any Affiliate of any of the capital stock or other interest of the Guarantor or any Affiliate in the Hauling Contractor now or hereafter owned, directly or indirectly, by the Guarantor or any Affiliate, or any change in composition of the interests in the Hauling Contractor;

(9) any failure on the part of the Hauling Contractor for any reason to perform or comply with any agreement with the Guarantor;

(10) the failure on the part of Rockland Green to provide any notice to the Guarantor which is not required to be given to the Guarantor pursuant to this Guaranty and to the Hauling Contractor as a condition to the enforcement of Obligations pursuant to the Hauling Service Agreement;

(11) any failure of any party to the Transaction Agreements to mitigate damages resulting from any default by the Hauling Contractor or the Guarantor under any Transaction Agreement;

(12) the merger or consolidation of any party to the Transaction Agreements into or with any other person, or any sale, lease, transfer, abandonment or other disposition of any or all of the property of any of the foregoing to any person;

(13) any legal disability or incapacity of any party to the Transaction Agreements; or

(14) the fact that entering into any Transaction Agreement by the Hauling Contractor or the Guarantor was invalid or in excess of the powers of such party.

Should any money due or owing under this Guaranty not be recoverable from the Guarantor due to any of the matters specified in subparagraphs (1) through (14) above, then, in any such case, such money, together with all additional sums due hereunder, shall nevertheless be recoverable from the Guarantor as though the Guarantor were principal obligor in place of the Hauling Contractor pursuant to the terms of the Hauling Service Agreement and not merely a guarantor, and shall be paid by the Guarantor forthwith subject to the terms of this Guaranty. Notwithstanding anything to the

contrary expressed in this Guaranty, nothing in this Guaranty shall be deemed to amend, modify, clarify, expand or reduce the Hauling Contractor's rights, benefits, duties or obligations under the Hauling Service Agreement. To the extent that any of the matters specified in subparagraphs (1) through (6) and

(8) through (14) would provide a defense to, release, discharge or otherwise affect the Hauling Contractor's Obligations, the Guarantor's obligations under this Guaranty shall be treated the same.

Section 3.4 DEFENSES, SET-OFFS AND COUNTERCLAIMS. The Guarantor shall be entitled to exercise or assert any and all legal or equitable rights or defenses which the Hauling Contractor may have under the Hauling Service Agreement or under Applicable Law (other than bankruptcy or insolvency of the Hauling Contractor and other than any defense which the Hauling Contractor has expressly waived in the Hauling Service Agreement or the Guarantor has expressly waived in Section 3.5 hereof or elsewhere hereunder), and the obligations of the Guarantor hereunder are subject to such counterclaims, set- offs or deductions which the Hauling Contractor is permitted to assert pursuant to the Hauling Service Agreement or under Applicable Law (other than bankruptcy or insolvency of the Hauling Contractor and other than any defense which the Hauling Contractor has expressly waived in the Hauling Service Agreement or the Guarantor has expressly waived in Section 3.5 hereof or elsewhere hereunder), if any.

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Section 3.5 WAIVERS BY THE GUARANTOR. The Guarantor hereby unconditionally and irrevocably waives:

- (1) notice from Rockland Green of its acceptance of this Guaranty;
- (2) notice of any of the events referred to in Section 3.3 hereof, except to the extent notice is required to be given as a condition to the enforcement of Obligations;
- (3) to the fullest extent lawfully possible, all notices which may be required by statute, rule of law or otherwise to preserve intact any rights against the Guarantor, except any notice to the Hauling Contractor required pursuant to the Hauling Service Agreement or Applicable Law as a condition to the performance of any Obligation;
- (4) to the fullest extent lawfully possible, any statute of limitations defense based on a statute of limitations period which may be applicable to guarantors (or parties in similar relationships) which would be shorter than the applicable statute of limitations period for the underlying claim;
- (5) any right to require a proceeding first against the Hauling Contractor;
- (6) any right to require a proceeding first against any person or the security provided by or under any Transaction Agreement except to the extent such Transaction Agreement specifically requires a proceeding first against any person (except the Hauling Contractor) or security;
- (7) any requirement that the Hauling Contractor be joined as a party to any proceeding for the enforcement of any term of any Transaction Agreement;
- (8) the requirement of, or the notice of, the filing of claims by Rockland Green in the event of the receivership or bankruptcy of the Hauling Contractor; and
- (9) all demands upon the Hauling Contractor or any other person and all other formalities the omission of any of which, or delay in performance of which, might, but for the provisions of this Section 3.5 hereof, by rule of law or otherwise, constitute grounds for relieving or discharging the Guarantor in whole or in part from its absolute, present, irrevocable, unconditional and continuing obligations hereunder.

Section 3.6 PAYMENT OF COSTS AND EXPENSES. The Guarantor agrees to pay Rockland Green on demand all Fees and Costs, incurred by or on behalf of Rockland Green in successfully enforcing by Legal Proceeding observance of the covenants, agreements and

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obligations contained in this Guaranty against the Guarantor, other than the Fees and Costs that Rockland Green incurs in performing any of its obligations under the Hauling Service Agreement, or other applicable Transaction Agreement where such obligations are a condition to performance by the Hauling Contractor of its Obligations.

Section 3.7 SUBORDINATION OF RIGHTS. The Guarantor agrees that any right of subrogation or contribution which it may have against the Hauling Contractor as a result of any payment or performance hereunder is hereby fully subordinated to the rights of Rockland Green hereunder and under the Transaction Agreements and that the Guarantor shall not recover or seek to recover any payment made by it hereunder from the Hauling Contractor until the Hauling Contractor and the Guarantor shall have fully and satisfactorily paid or performed and discharged the Obligations giving rise to a claim under this Guaranty.

Section 3.8 SEPARATE OBLIGATIONS; REINSTATEMENT. The obligations of the Guarantor to make any payment or to perform and discharge any other duties, agreements, covenants, undertakings or obligations hereunder shall: (1) to the extent permitted by Applicable Law, constitute separate and independent obligations of the Guarantor from its other obligations under this Guaranty; (2) give rise to separate and independent causes of action against the Guarantor; and (3) apply irrespective of any indulgence granted from time to time by Rockland Green. The Guarantor agrees that this Guaranty shall be automatically reinstated if and to the extent that for any reason any payment or performance by or on behalf of the Hauling Contractor is rescinded or must be otherwise restored by Rockland Green, whether as a result of any proceedings in bankruptcy, reorganization or similar proceeding, unless such rescission or restoration is pursuant to the terms of the Hauling Service Agreement, or any applicable Transaction Agreement or the Hauling Contractor's enforcement of such terms under Applicable Law.

SECTION 3.9 TERM. This Guaranty shall remain in full force and effect from the date of execution and delivery hereof until all of the Obligations of the Hauling Contractor have been fully paid and performed.

ARTICLE 4
GENERAL COVENANTS

Section 4.1 MAINTENANCE OF CORPORATE EXISTENCE.

(A) Consolidation, Merger, Sale or Transfer. The Guarantor covenants that during the term of this Guaranty it shall maintain its corporate existence, shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it unless the successor is the Guarantor and the conditions contained in clause (2) below are satisfied; provided, however, that the Guarantor may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve if: (1) the successor entity (if other than the Guarantor) (a) assumes in writing all the obligations of the Guarantor hereunder and, if required by law, is duly qualified to do business in the State of New York, and (b) delivers to Rockland Green an opinion of counsel to the effect that its obligations under this Guaranty are legal, valid, binding and enforceable subject to applicable bankruptcy and similar insolvency or moratorium laws; and (2) any such transaction does not result in a Material Adverse Change to the financial condition of the Guarantor, as defined in the Hauling Service Agreement or if such transaction results in a Material Adverse Change to the financial condition of the Guarantor, as defined in the Hauling Service Agreement, the successor Guarantor provides credit enhancement as required by the Hauling Service Agreement.

(B) Continuance of Obligations. If a consolidation, merger or sale or other transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or sale or other transfer shall be made except in compliance with the provisions of this Section. No such consolidation, merger or sale or other transfer shall have the effect of releasing the initial Guarantor from its liability hereunder unless a successor entity has assumed responsibility for this Guaranty as provided in this Section, and if such transaction results in a Material Adverse Change to the financial condition of the Guarantor, as defined in the Hauling Service Agreement, the successor Guarantor shall provide credit enhancement as required by the Hauling Service Agreement.

Section 4.2 ASSIGNMENT. Except as provided in Section 4.1 hereof, this Guaranty may not be assigned by the Guarantor without the prior written consent of Rockland Green at its sole discretion.

Section 4.3 QUALIFICATION IN NEW YORK; PRESERVATION OF ENFORCEABILITY. The Guarantor agrees that, so long as this Guaranty is in effect, if required by law, the Guarantor will be duly qualified to do business in the State of New York. The Guarantor further agrees that it will take all such action as may be required to preserve the enforceability of the Guaranty.

Section 4.4 CONSENT TO JURISDICTION. The Guarantor irrevocably; (1) agrees that any Legal Proceeding related to this Guaranty or to any rights or relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in State or federal courts located in Rockland County, New York, having appropriate jurisdiction therefor; (2) consents to the jurisdiction of such courts in any such Legal Proceeding; (3) waives any objection which it may have to the laying of the jurisdiction of any such Legal Proceeding in any such courts; and (4) waives its right to a trial by jury in any Legal Proceeding in any such courts.

Section 4.5 BINDING EFFECT. This Guaranty shall inure to the benefit of Rockland Green and its permitted successors and assigns and shall be binding upon the Guarantor and its successors and assigns.

Section 4.6 AMENDMENTS, CHANGES AND MODIFICATIONS. This Guaranty may not be amended, changed or modified or terminated and none of its provisions may be waived, except with the prior written consent of Rockland Green and the Guarantor.

Section 4.7 LIABILITY. It is understood and agreed to by Rockland Green that nothing contained herein shall create any obligation of, or right to look to, any director, officer, employee or stockholder of the Guarantor (or any Affiliate of the Guarantor) for the satisfaction of any obligations hereunder, and no judgment, order or execution with respect to or in connection with this Guaranty shall be taken against any such director, officer, employee or stockholder.

Section 4.8 NOTICES.

(A) Procedure. All notices, demands or written communications given pursuant to the terms of this Guaranty shall be in writing and: (1) delivered in person; or (2) transmitted by certified mail, return, receipt requested, postage prepaid or by overnight courier utilizing the

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IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed in its name and on its behalf by its duly authorized officer as of the date first above written.

[_____]
as Guarantor

By: _____

Name:

Title:

ACCEPTED AND AGREED TO BY:

ROCKLAND GREEN

By: _____

Name:

Title: