

12/1/2019 - 11/30/2022



## CONTRACT

THIS AGREEMENT entered into this 21<sup>st</sup> day of August, 2019  
by and between the Village of Tuxedo Park, 80 Lorillard Road, Tuxedo Park, NY 10987  
(hereinafter, "Village of Tuxedo Park" or "Village") and Sterling Carting  
(hereinafter, "Contractor") with its principal place of business located at 99 Sterling Mine Road,  
Sloatsburg, NY 10974.

NOW, THEREFORE, in consideration of the mutual promises made the Village of Tuxedo Park and Contractor agree as follow:

### ARTICLE 1 - WORK

1.1 Contractor shall complete all work as specified or indicated in the contract documents listed in Article 6, below. The work is generally described as follows:

Residential Garbage and Recyclable Material Collection and Disposal and Municipal locations.

1.2 Contractor shall provide all services and perform all work with the care and skill ordinarily exercised by members of the same profession. Contractor hereby agrees to all terms and conditions set forth in Appendix A, as attached hereto and as if incorporated and set forth in full herein.

1.3 Contractor and all of Contractor's employees, agents, and servants, are independent contractors and not employees, servants, or agents of the Village. Contractor shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement.

### ARTICLE 2 - TERM

2.1 The term of this Contract shall be for a three (3) year period beginning December 1, 2019 and terminating November 30, 2022.

2.2 At the sole option of the Village of Tuxedo Park, this Contract may be renewed for three (3) additional one (1) year periods upon the giving of written notice of such election to renew on or before September 1<sup>st</sup> of each year. Unless otherwise agreed to by the parties hereto in writing, such renewal contract shall be under the same terms and conditions as this Contract.

2.3 This Contract shall be terminated unless extended in accordance with above Section 2.2.

### ARTICLE 3 - CONTRACT PRICE

The Village of Tuxedo Park shall pay Contractor for performance of the work in accordance with the contract documents in current funds, subject to additions and deduction as provided in the contract documents, the sum of *Fourteen thousand four hundred ninety five dollars* (\$ 14,495.00 ) per month

In the event that the Village Offices receive more than seven complaints for missed pick-ups or littering per month, this fee shall be reduced by \$75 per complaint above seven.

### ARTICLE 4 - PAYMENT PROCEDURES

4.1 Contractor shall submit monthly invoices for payment based upon the monthly fee.

### ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS

Contractor makes the following representations:

5.1 Contractor has familiarized himself with the nature and extent of the Contract documents, work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

5.2 Contractor has made or caused to be made examinations, investigations and studies of such reports and related data as the Contractor deems necessary for the performance of the work at the contract price and in accordance with the other terms and conditions of the contract documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.

5.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the contract documents.

5.4 Contractor has given Village of Tuxedo Park written notice of all conflicts, errors or discrepancies that the Contractor has discovered in the contract documents and the written resolution thereof by the Village of Tuxedo Park is acceptable to the Contractor.

### ARTICLE 6 - CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between Village of Tuxedo Park and Contractor are attached to this Agreement, made a part hereof and consist of the following, as may be applicable:

6.1 This Agreement.

6.2 Standard Village Contract Clauses annexed hereto as Appendix A.

- 6.3 Contractor's bid (pages 8 to 9 inclusive) annexed hereto as Appendix B.   
19 to 20
- 6.4 Notice of award.
- 6.5 Service Specifications as presented in the project manual.
- 6.6 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_ inclusive.
- 6.7 Supplementary bid information submitted by Contractor prior to notice of award (pages \_\_\_ to \_\_\_ inclusive).

#### ARTICLE 7 - FAILURE TO PERFORM

7.1 If the Contractor fails to collect the solid waste materials (including garbage and recyclable materials) herein specified for a period in excess of five (5) consecutive working days, or fails to operate the system in a satisfactory manner in accordance with this Contract for similar period, the Village of Tuxedo Park may undertake any of the following actions (provided such failure is not due to war, insurrection, riot, or act of God):

a. At its option after written notice to the Contractor as provided herein, take over and have operated any or all of the Contractor's equipment used in the performance of this Contract until such matter is resolved and the Contractor is again able to carry out its operation under this Agreement.

b. Hire other garbage collectors as required to provide the necessary basic garbage and recyclable material collection service until Contractor is again able to carry out its operation under this Agreement.

7.2 Any and all operating expenses incurred by the Village of Tuxedo Park in exercising its right in subdivision (a) and (b) may be deducted by the Village of Tuxedo Park from compensation to the Contractor hereunder. During such period, the liability of the Village of Tuxedo Park to the Contractor under subdivision (a) above for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability.

However, if the Contractor is unable for any cause to resume performance at the end of twenty (20) calendar days, the Village of Tuxedo Park shall be free to negotiate with other Contractors for the operation of said collection service for the balance of the term of the Contract and thereby terminate Contractor's right to perform hereunder. Such operations with another Contractor shall not release the Contractor herein from its liability to the Village of Tuxedo Park, including all damages direct, consequential or otherwise, for such breach of this Agreement.

It shall be a violation of this Contract and a ground for termination of the Contract on thirty (30) days notice should the Contractor co-mingle non-residential waste or another municipality's waste, notwithstanding if same is residential, with waste collected under this

Agreement. The Village has the option of demanding immediate remedial action; or for repeated offenses, termination on thirty (30) days notice.

## **ARTICLE 8 – MISCELLANEOUS**

8.1 Definitions: Terms used in this agreement which are defined in ARTICLE I of the Service Specifications shall have the meanings indicated in the Service Specifications.

8.2 Assignment or Transfer: Contractor may not assign all or any portion of this Agreement. No assignment by Contractor of any rights under or interests in the contract documents will be binding on the Village without the prior written consent of the Village; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents. Any request for consent to an assignment must be in writing and must be submitted to the Village not less than ninety (90) days prior to the proposed date of assignment.

Except as otherwise specifically provided in this Article, neither this Agreement nor any interest of Contractor in this Agreement, shall be sold, assigned, or otherwise transferred, whether by operation of law or otherwise, nor shall any of the issued or outstanding capital stock or interest of any corporation or other entity which, directly or indirectly, is Contractor be (voluntarily or involuntarily) sold, assigned, transferred, pledged or encumbered, whether by operation of law or otherwise, if such sale, assignment, transfer, pledge or encumbrance will result in a change of the controlling stock or other ownership interests of Contractor as held by the shareholders, members or partners thereof as of the effective date of this Contract, nor shall any voting trust or similar agreement be entered into with respect to such stock or interests, nor any reclassification or modification of the terms of such stock or interest take place, nor shall there be any merger or consolidation of such corporation or other entity into or with another corporation or other entity nor shall additional stock or other interests (or any warrants, options or debt securities convertible, directly or indirectly, into such stock or other interests) in any such corporation or other entity be issued if the issuance of such additional stock (or such other securities, when exercised or converted into stock or other interests) will result in a change of the controlling ownership of such corporation or other entity as held by the shareholders, members or partners thereof as of the effective date of this Contract, nor shall any general partner's interest in a partnership which is Contractor be (voluntarily or involuntarily) sold, assigned or transferred (each of the foregoing transactions with respect to stock, interest or other securities of a corporation or a general partner's interest in a partnership being herein referred to as a "Transfer"), without the consent of Village in each case and the delivery to Village of the documents and information specified herein.

In each instance in which Contractor desires to effect an assignment or a Transfer, Contractor shall, not less than ninety (90) days prior to the effective date of such transaction, notify Village in writing of the proposed transaction and submit to Village the following

documents and information (which documents may be unexecuted but shall, in all other respects, be in substantially final form) (i) in the case of an assignments: (A) a copy of the proposed instrument(s) of assignment, containing, *inter alia*, the name, address and telephone number of the assignee; (B) a copy of the proposed instrument(s) of assumption of Contractor's obligations under this lease by said assignee; and (C) an affidavit of the assignee or an authorized officer or general partner thereof, setting forth (x) in the case of a partnership, the names and addresses of all general partners thereof and all other partners of the assignee having a five percent (5%) or greater ownership interest in the assignee; (y) in the case of a corporation (other than a corporation whose common stock is traded on a recognized exchange or over-the-counter exchange or is registered under the Securities Act of 1933, as amended) the names and addresses of all persons have five percent (5%) or greater record ownership of stock in, and all directors and officers of, the assignee; and (z) in the case of a limited liability company or other entity, the names and addresses of all managers, members and other persons having five percent (5%) or greater ownership interests therein; (ii) in the case of a Transfer: (A) a copy of each proposed document by which such Transfer is to be accomplished; and (B) an affidavit of an authorized officer, manager or general partner of Contractor, setting forth the same information with respect to the partners, shareholders, members, officers and directors of Contractor as is required with respect to assignees under subparagraph (i) above; and (iii) in all such cases, such other documents and information as Village may reasonably request to permit Village to determine whether such assignment or Transfer is in accordance with the provisions of this Contract lease and otherwise in the best interests of and reasonably acceptable to Village.

8.3 Binding commitment: Village of Tuxedo Park and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.

8.4 Governing Law: This Contract shall be governed by the laws of the State of New York as to both interpretation and performance. Any legal action must be brought in Orange County, New York. The Contractor shall comply with all the applicable provisions of the Public Health Law, the Lien Law, Labor Law, the Worker's Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and any and all rules and regulations promulgated by the Department of Labor and/or the Industrial Commissioner of the State of New York, the New York State Department of Environmental Conservation, and any applicable Federal Law, rule or regulation, and all amendments and additions thereto.

8.5 Compliance with laws: The Contractor shall conduct operations under this Contract in compliance with all applicable laws, rules, and regulations.

8.6 Severability: If any provision of the Contract shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

8.7 Permits and licenses: The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. Appropriate license and permit fees shall be current at the time of submission and available to the Village.

8.8 The failure of the contractor to supply the required evidence of the required insurance coverage within five (5) business days following execution of the Contract, shall constitute a default and the Village may either award the Contract to the next lowest responsible bidder or re-advertise for bids, in its sole discretion.

8.10 Damage to private property: Contractor agrees to repair or pay for any damages to private property caused by performance of this Contract, including damages caused by performance of special services.

8.11 Indemnity: The Contractor shall protect, defend, indemnify, save and hold harmless, and exempt the Village of Tuxedo Park, its officers, agents, servants and employees from and against any and all suits, liability suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees, professional fees, losses, penalties, settlements, judgments, charges or other expenses or liabilities of every kind and character, whether just or unjust, arising out of, resulting from or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof and/or work done in performance of this Contract, resulting from or relating to injury to persons, damage to property, death, or any actual or alleged violation of any statute, ordinance, administrative order, law, rule or regulation, whether such be the result of the alleged active or passive negligence or culpable conduct of the Village of Tuxedo Park or Contractor, its or their officers, agents, servants or employees or any other person. The Contractor further agrees to investigate, handle, respond to, provide defense for, defend and indemnify any such claims, etc., at its sole cost and expense and agrees to bear all other costs and expenses related thereto. The Village of Tuxedo Park reserves the right to retain counsel of its choice at its own expense, or in the alternative, approve counsel obtained by the Contractor at Contractor's expense.

8.12 Books and Records: The Contractor shall keep daily, weekly, monthly and annual records of garbage and recyclables collected and tonnages and charges therefore, and the Village of Tuxedo Park shall have the right to review those records which, in any way, pertain to performance of the Contract, the payment due to Contractor or payments due to any disposal facility or government agency, which shall be provided to the Village at its request. The Contractor shall provide a quarterly report on the tonnages of paper recycled, commingled containers recycled, and waste disposed of.

8.13 Notice: A letter addressed and sent by certified mail, return receipt requested, to either party at its business address shown herein shall be sufficient notice whenever required for any purpose in this Contract.

8.14 Modification: This Contract constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect, unless in writing and signed by the parties hereto.

8.15 Interpretation: It is further understood and agreed by the parties hereto that should any dispute arise respecting the true construction, interpretation or meaning of the Service

Specifications herein, or the measurements for payment there under, same shall be referred to and decided by the Village of Tuxedo Park Board of Trustees and its decision thereon shall be final and conclusive upon the parties thereto.

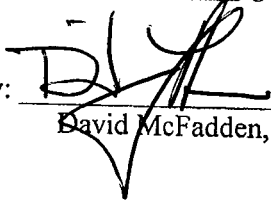
8.16 Bankruptcy: It is agreed that if a petition is filed to adjudge the Contractor bankrupt, either voluntarily or involuntarily, then this Contract shall terminate effective on the day and at the time the bankruptcy petition is filed, at the option of the Village of Tuxedo Park.

8.17 No Damage for Delay Claims: The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the Village of Tuxedo Park or any of its representatives, and agrees that any such claim shall be fully compensated for solely by an extension of time to complete performance of the work. Delays specifically contemplated as being included within this clause include, but are not limited to, delays owing to (1) temporary closures, partial closures, or detours on Village roadways, (2) weather, and (3) construction vehicle and/or school bus traffic.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in counterparts. One counterpart each has been delivered to Village of Tuxedo Park and Contractor. All portions of the contract documents have been signed or identified by Village of Tuxedo Park and Contractor.

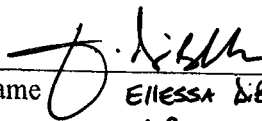
TUXEDO PARK

By:

  
David McFadden, Mayor


CONTRACTOR

By:

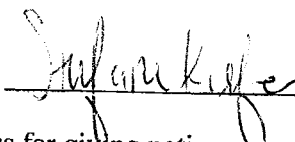
  
Name Ellessa DiBella  
V.P.  
Title \_\_\_\_\_

CORPORATE SEAL

Attest:

  
Deborah A. Hauken

Attest:

  
Julian Kiefer

Address for giving notices:

P.O. Box 31  
Tuxedo Park, NY 10987

Address for giving notices:

99 Sterling Mine Rd  
Sloatsburg, NY 10974

(Village of Tuxedo Park is a public body;  
attach document authorizing  
execution of agreement)

License No.: \_\_\_\_\_

Agent for service of process:  
\_\_\_\_\_  
\_\_\_\_\_



STATE OF NEW YORK )

ORANGE COUNTY ) ss:

On the 18<sup>th</sup> day of September in the year 2019 before me, the undersigned, personally appeared DAVID McFADDEN, Mayor of the Village of Tuxedo Park, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Deborah A. Matthews  
Notary Public

DEBORAH A. MATTHEWS  
Notary Public, State of New York  
No. 01MA5053250  
Qualified in Orange County  
Commission Expires December 11, 2021

STATE OF NEW YORK )

~~ORANGE COUNTY~~ ) ss:  
Rockland

On the 11<sup>th</sup> day of October in the year 2019 before me, the undersigned, personally appeared Elissa C Shella Lumbly personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Mary Shelia Jacobsen  
Notary Public

MARY SHELIA JACOBSEN  
Notary Public - State of New York  
NO. 01JA6346689  
Qualified in Rockland County  
My Commission Expires Aug 22, 2020

## SERVICE SPECIFICATIONS

# RESIDENTIAL GARBAGE AND RECYCLABLE MATERIAL COLLECTION AND DISPOSAL CONTRACT

VILLAGE OF TUXEDO PARK, NEW YORK

### ARTICLE I - DEFINITIONS AND SERVICE AREAS

Definitions:

Approved Refuse Containers - shall mean and include any cylindrical, light gauge steel, plastic, or galvanized receptacle closed at one end and open at the other, or TOTES of 64 or 96 gallon capacity, or equivalent, or any other suitable container capable of holding plastic bags of waste.

Approved Recyclable Container - shall mean any open container or container specified by the Contractor, and purchased by residents, with commingled materials within.

Backdoor Service - shall mean collection of wastes from residences from storage facilities whose locations vary from house to house.

Bulk Waste - shall mean old items of furniture, white goods, old equipment, and other bulk items excluding hazardous materials.

Contractor - the party of the second part and each and every person or corporation, as well as every officer, agent, employee thereof who shall execute under the Contract any portion of the work herein specified and provided, whether for supply of materials or for execution of the work.

Curb - An area containing no obstruction within four (4) feet constituting the side or edging of the street (public or private) in front of the respective residences, but not the paved portion thereof.

Garbage - shall mean and include all kitchen waste generally and accumulation of animal, fruit or vegetable matter that attends or results from the preparation, use, handling, cooking, serving or storing of meats, fish, fowl, fruit vegetable matter, or any matter whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gasses or odors, or which may serve as breeding or feeding material for flies and/or other germ-carrying insects and paper stock, trade waste and any other offensive or noxious materials or putrescible substance, non-recyclable food and beverage containers, and any other item that may otherwise normally be disposed of in kitchen trash (e.g., toothbrush, hairbrush, shirt, socks, slippers, etc.).

Hazardous Materials - wastes that are hazardous by reason of their pathological, flammable, explosive, radiological or toxic characteristics. These wastes are defined more particularly by 6

NYCRR Part 371. This term also includes regulated medical waste as defined by Title 15 Article 27 of the Environmental Conservation Law.

Recyclable Materials - shall mean all refuse items deemed and designated by Village of Tuxedo Park to have a value in the recycling market. In general, recyclable materials in Tuxedo Park will be source separated into two streams: paper and commingled recyclables.

Paper shall include (but not be limited to) newspaper, magazines, corrugated cardboard, telephone books, junk mail, catalogs and brown paper shopping bags. The composition of recyclable materials may be changed from time to time at the sole discretion of the Village of Tuxedo Park.

Commingled recyclables shall include, but not be limited to, such items as green, amber and flint glass bottles and food containers and plastic polyethylene terephthalate ( P.E.T. #1) and high density polyethylene (H.D.P.E. #2) bottles and containers, and bi-metal and aluminum food containers, foil trays and empty aerosol steel cans.

Village - The Village of Tuxedo Park or the responsible officials thereof.

Work - All or any portion of the matters covered by the contract documents (identified in Article 6 of the Contract).

Service Area - Collections are to be made from all houses within the boundaries of the Village of Tuxedo Park and municipal locations as enumerated by the Village Clerk.

## **ARTICLE II - SPECIFICATION OF WORK TO BE PERFORMED**

1. Basic Service: All houses shall be provided garbage collection service at least two times per week, separated in time by at least forty-eight (48) hours, at backdoor locations of each house within the Village. The current schedule of Monday and Thursday pick-up shall be encouraged.

All houses shall be provided recyclable material collection service at least once per week, also at backdoor locations. Contractor may commingle pick-up of waste and recyclables, provided that Contractor can show, to Villages satisfaction, that recyclables are separated at the haulers facilities, and further processed for recycling.

If the designated pick-up schedule falls on a holiday, then pick-up shall be done either on that day, or the subsequent day.

2. Village Buildings service: All buildings, including Highway Department buildings, used by the Village must be provided with basic trash and recycling services on the same schedule as residential units.

3. Bulk Pick-up: In addition to the basic residential service, Contractor shall arrange to provide bulk pick-up of residences twice a year – once in the spring, and once in the fall. These pick-ups

shall be scheduled for a particular morning, and shall include pick-up of all bulk waste placed at curbside by residents. Contractor shall not be responsible for pick-up of hazardous wastes at this time.

4. Other Requirements: The Contractor shall provide the Village Office a schedule to guarantee exact days of service, including a holiday make-up service to insure the required number of pick-ups per week. Such schedule shall also indicate the rates for special services and the method the Contractor intends to provide for receiving and attending to all complaints. Schedules for the recycling program shall list the items to be recycled.

The Contractor shall submit to Superintendent on a quarterly basis a report indicating by weight the amount of garbage and newspapers/magazines and commingled recyclables collected under this Contract for the preceding quarter.

5. Basic Service Standards: Quantity: The Contractor shall pick up all garbage and recyclable material placed in approved containers located at backdoor locations. Contractor shall be expected to familiarize themselves with the locations of backdoor storage containers.

Hours: Collection of garbage shall be made in residential areas beginning no earlier than 7:00 A.M. and ending no later than 8:00 P.M. with no service on Sunday, except in time of emergency or to maintain schedules due to holidays between the hours of 9:00 A.M. until 5:00 P.M.

Spillage and Litter: The Contractor shall not litter premises in the process of making collections, but shall not be required to collect any waste material that has not been placed in an approved container or in a manner consistent with the Tuxedo Village Code. Contractor shall pick-up any spillage incurred while collecting waste, and ensure that containers are placed back into backdoor storage locations in a neat manner, and that the lids of storage containers are properly closed. Complaints associated with litter left around storage containers and locations, or containers damaged, shall be counted towards the missed pick-up penalty.

During hauling, all refuse shall be contained, tied or closed so that leaking, spilling or blowing out of trucks or containers is prevented. Canopies must cover the entire frame of cargo area, must be closed with no gaps or holes, and tied tightly. Frame and canopy must cover the full sections while collection continues.

Every vehicle used by the Contractor for removal or transportation of garbage, rubbish or refuse shall carry at least one (1) shovel and one (1) broom, and any other equipment which may be necessary for keeping the vehicle clean and for cleaning the area in which such debris is collected.

In the event of spillage by the Contractor, the Contractor shall promptly clean up the litter. The Contractor is not required to clean up refuse spilled prior to collection. Chronic problems with spilled refuse should be referred by the Contractor to the Village of Tuxedo Park.

Collection Location: All refuse and recyclable materials shall be placed by residents at a backdoor storage location prior to scheduled collection that is readily accessible to the Contractor's personnel. Refuse for each service unit must be in approved containers which shall be placed at a single collection point.

Contractor shall re-place all garbage and recyclable containers back on to the owner's property in orderly fashion with lids on and in the same location they were placed by the owner prior to pickup. Larger containers shall be placed, with covers on, back into any provided enclosure. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to perform their duties hereunder.

The Contractor shall make collections of garbage and recyclable material with as little disturbance as possible. Garbage cans shall be thoroughly emptied and left at the premises where they are found with lids on. Garbage may be transferred from garbage cans to tubs, hampers or other receptacles in carrying refuse to collection trucks or other refuse removal equipment.

The work of the Contractor shall be done in a prompt, proper and workmanlike manner, satisfactory to the Village of Tuxedo Park and subject to all laws of the Village of Tuxedo Park or rules and regulations of other authorities applicable thereto.

If due to unsuitable weather or any other unforeseeable obstacle, the Contractor fails to furnish the collection on the scheduled days, the Contractor will proceed to the next day's route and, in addition to that, must complete what was left over from the preceding day. In other words, under no condition must a route be more than twenty-four (24) hours overdue from the schedule, provided that the roads are passable. If roads are impassable, as determined by the Village Supervisor or his/her designated representative, the routes will be completed as soon as possible after road clearing. The Village of Tuxedo Park trash and recycling collection service will not be inconvenienced for any other community. If Contractor finds impassable road conditions, the Village of Tuxedo Park Highway Superintendent shall immediately be notified by Contractor. If Village of Tuxedo Park clears the road within one (1) hour of notification, then Contractor shall complete collections on the same day.

5a. Missed Pick-ups: Contractor shall visit the Village Office at the end of each pick-up run, and request if there are any immediate complaints about missed pick-up locations. Contractor shall then return to these houses and pick-up waste and recyclables.

The Village shall keep a log of complaints of missed pick-ups and littering by Contractor, and shall deduct an amount specified in the contract for complaints in excess of seven per month.

6. Office: The Contractor shall maintain an office having a local phone number where service may be applied for and complaints can be made. It shall be equipped with a telephone line, shall have a responsible person in charge during collection hours, and shall be open during normal business hours 8:30 A.M. to 5:00P.M., Monday through Friday. A telephone answering service or answering machine capable of recording customer requests, complaints and questions shall be

operative twenty-four (24) hours per day, seven (7) days per week. The Contractor shall provide means to correct a reported missed pickup each weekday until 4:30 P.M. The Contractor shall keep a written log of all complaints and the action taken on any complaint.

7. Disposal of Recyclables: The Contractor shall dispose of all waste in a suitably licensed waste transfer station, and advise the Village of the name of this facility from time to time. Disposal costs shall be borne by the Contractor.

The Contractor shall dispose of all recyclables collected under this Contract at a suitable transfer station capable of sorting and processing recyclables for end markets. The name of this facility shall also be provided to the Village, and the Contractor must enable Village personnel to inspect the arrangements for collection and processing of recyclables at any time during the contract to verify that recyclables are being correctly processed

8. Routes and Schedules: The Contractor shall periodically provide the Village of Tuxedo Park with schedules of collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify each customer affected in a manner approved by the Village of Tuxedo Park, including, but not limited to by mail and news media at least sixty (60) days prior to the change. Contractor shall track the progress of its trucks in real time to ensure compliance with routes and schedules and shall share the tracking data with the Village.

9. Contractor's Personnel: The Contractor shall assign, and maintain at all times a qualified person or persons in charge of the operations in the Village of Tuxedo Park, and shall give the name or names to the Village upon request. Information regarding experience shall also be furnished.

The Contractor's collection employees shall wear a clean uniform bearing the company's name.

Each employee shall, at all times, carry a valid driver's license for the type of vehicle being driven.

The Village of Tuxedo Park may request the removal from work under this Contract of any employee of the Contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of its duties.

The Contractor shall provide operating and safety training for all personnel. Wages of all employees of the Contractor shall equal or exceed the prevailing wage rates attached with these contract documents. No person shall be denied employment by the Contractor for reasons of race, color, religion, gender or national origin.

10. Contractor's Equipment: Contractor shall furnish at its own cost and example the necessary labor and equipment as shall permit the Contractor, adequately and efficiently, to perform its duties hereunder.

All equipment shall be maintained in good, workable condition and satisfactory proof of continued maintenance shall be presented to the Village of Tuxedo Park upon request thereafter. Vehicles must be equipped with metal bodies or bodies securely lined with metal and with closely fitted metal covers therefore, so as to prevent the escape there from of any liquids, garbage or other articles being carried therein, and meet all standards of the Board of Health at all times. Vehicles must be cleaned on a weekly basis.

Garbage collection vehicles shall be enclosed packer type.

All vehicles used in association with servicing of this Contract must meet any and all applicable New York State and Federal emission regulations *prior* to the commencement of this Contract, and annually thereafter demonstration compliance for all vehicles *prior* to any renewal term.

Contractors shall indicate the type of vehicle that will be used to collect recyclables, which must meet with the approval of the Village.

Every vehicle used by the Contractor in the performance of these Service Specifications shall be equipped with lighting and noise devices in compliance with DOT standards, and which contains an alarm which is activated when the vehicles are in reverse gear.

All equipment and vehicles must be kept at all times in a sanitary condition and the judgment of the Village of Tuxedo Park or its agent shall be binding in this regard. Vehicles used for collection of garbage and recyclables must be fully enclosed by a metal-framed canopy whenever in motion; a tarpaulin cover is not acceptable. All equipment of vehicles shall conform to all State and Federal safety and emission standards.

If at any time the Contractor fails to perform the work in complete accordance with the Service Specifications, or if he performs the work in an unsatisfactory manner, or if he abandons the work, the Village Board shall have the right and power by resolution to terminate the Contract at once by mailing a certified copy of said resolution by registered mail to the principal place of business of the Contractor within forty-eight (48) hours of the passage of such resolutions.

There shall be no assignment or subcontracting of the Contract nor of any part thereof, nor of any interest therein, unless consented to in writing by the Village of Tuxedo Park.

### **ARTICLE III – INSURANCE**

1. The Contractor shall procure and maintain, at its expense, policies of insurance issued by a company or companies satisfactory to the Village of Tuxedo Park, as follows:

a) Worker's Compensation Insurance

The Contractor shall provide and maintain during the life of the Contract adequate Worker's Compensation Insurance in accordance with the laws of the State of New York

for all its employees. A certificate shall be filed with the Village of Tuxedo Park by the insurance carrier showing such insurance to be in force at all times.

b) Contractor's Comprehensive General Liability check

Limits: \$1,000,000 each occurrence/\$2,000,000 annual aggregate Bodily Injury & Property Damage Liability

The policy will contain the following coverage:

- Products/Completed operations
- Independent Contractors
- Explosion, collapse and underground losses (x, c, u)
- Broad Form Property Damage Liability (including Completed Operations)
- Personal Injury, including hazards a, b and c

c) Automobile Liability:

\$1,000,000.00 combined single limit

d) Umbrella Liability in the amount of \$5,000,000.00 to supplement a, b & c above.

2. Before beginning the work covered by these Service Specifications the Contractor shall submit to the Village of Tuxedo Park copies of the *policies* (not just certificates of insurance) described in this Article. The policy or policies shall name the Village of Tuxedo Park as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the Village of Tuxedo Park sixty (60) days notice in writing.

3. The Contractor shall protect, defend, indemnify, save and hold harmless, and exempt the Village of Tuxedo Park, its officers, agents, servants and employees from and against any and all suits, liability suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees, professional fees, losses, penalties, settlements, judgments, charges or other expenses or liabilities of every kind and character, whether just or unjust, arising out of, resulting from or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof and/or work done in performance of this Contract, resulting from or relating to injury to persons, damage to property, death, or any actual or alleged violation of any statute, ordinance, administrative order, law, rule or regulation, whether such be the result of the alleged active or passive negligence or culpable conduct of the Village of Tuxedo Park or Contractor, its or their officers, agents, servants or employees or any other person. The Contractor further agrees to investigate, handle, respond to, provide defense for, defend and indemnify any such claims, etc. at its sole cost and expense and agrees to bear all other costs and expenses related thereto. The Village of Tuxedo Park reserves the right to retain counsel of its choice or, in the alternative, approve counsel obtained by the Contractor, at Contractor's expense.



#### **ARTICLE IV – COMPENSATION**

Payments will be made to the Contractor by the Village of Tuxedo Park according to the Contract price in twelve (12) equal installments, after completion of the work performed during any precedent one (1) month period. Penalties for missed pick-ups shall be deducted from the monthly charge.

## **APPENDIX A**

### **STANDARD VILLAGE CONTRACT CLAUSES**

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The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the Municipality, whether a contractor, licensor, licensee, lessor, lessee or any other party). The Municipality, as used herein, shall mean the Town, Village, or District entering into the Contract. The term "Bid", "Bidder" and any reference to "bidding," as used herein, shall also apply to Requests for Proposals and Proposers issued by the Town, Village, or District entering into the Contract.

1. **EXECUTORY CLAUSE.**

It is hereby agreed that the Municipality shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the Municipality's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article 5-a of the General Municipal Law may be waived at the discretion of the Municipality. The Municipality retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the Municipality. The Contractor may, however, assign its right to receive payments without

the Municipality's prior written consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the General Municipal Law.

3. **MUNICIPALITY'S APPROVAL.**

In accordance with laws of the State of New York, if the contract may be made only by specified officers or board and in a specified manner that requires the approval of the Municipality Board, the contract shall not be valid, effective or binding upon the Municipality until it has been approved by the Municipality. It shall be Contractor's obligation to confirm approval by the appropriate board, which shall not be unreasonably withheld by the Municipality.

4. **WORKERS' COMPENSATION BENEFITS.**

In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.**

To the extent required by Article 15 of the Executive Law (the "Human Rights Law") and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic

characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said

statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Department of Labor. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the Department of Labor in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Municipality of any the Municipality approved sums due and owing for work done upon the project.

**7. STATEMENT OF NON-COLLISION.**

In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Municipality a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.**

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds

\$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Municipality within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. **SET-OFF RIGHTS.**

The Municipality shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Municipality's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the Municipality with regard to this contract, any other contract with any the Municipality's department, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Municipality for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Municipality shall exercise its set-off rights in accordance with normal practices including, in cases of set-off pursuant to an

audit, the finalization of such audit by the Municipality.

10. **RECORDS.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Municipality authorized representative shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Municipality shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate the Municipality official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Municipality's right to discovery in any pending or future litigation.

11. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

By signing this Agreement the Contractor certifies and affirms that it is Contractor's Equal Employment Opportunity Policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on the Municipality contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) At the request of the Municipality, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in

every subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. This Section does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The Municipality shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Municipality shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Municipality shall waive the applicability of this Section to the extent of such duplication or conflict.

#### 12. CONFLICTING TERMS.

In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

#### 13. GOVERNING LAW.

This contract shall be governed by the laws of the State of New York without regard to choice of law provisions.

#### 14. NO ARBITRATION.

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

#### 15. SERVICE OF PROCESS.

v

PROPOSER INITIALS HERE: \_\_\_\_\_

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Municipality's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**16. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

The Contractor certifies and warrants that any and all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the Municipality or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the Municipality.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in

compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 State Finance Law. Any such use must meet with the approval of the Municipality; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**17. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**18. OMNIBUS PROCUREMENT ACT OF 1992.**

It is the policy of the Municipality to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic  
Development  
Division for Small Business  
625 Broadway

**PROPOSER INITIALS HERE: \_\_\_\_\_**



Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
E-Mail: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic  
Development  
Division of Minority and Women's  
Business Development  
633 Third Avenue  
New York, New York 10017  
Telephone: 212-803-2414  
E-Mail: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
[https://ny.newnycontracts.com/FrontEnd/  
VendorSearchPublic.asp](https://ny.newnycontracts.com/FrontEnd/ VendorSearchPublic.asp)

The Omnibus Procurement Act of 1992 requires that by signing this Bid Proposal or Contract, as applicable, Contractors certify that whenever the total bid amount is greater than One Million (\$1,000,000) Dollars:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department

of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the Municipality may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the Municipality in these efforts.

#### **19. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

#### **20. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the General Business Law

Section 899-aa concerning notifications of disclosure of personal information.

**21. CERTIFICATIONS MADE UNDER PENALTY OF PERJURY.**

To the extent that any certifications, made under penalty of perjury, is false, then such failure to cure such certification shall be a material breach of this Contract and this Contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the Agreement, if the Municipality determines that such action is in the best interest of the Municipality.

**22. IRAN DIVESTMENT ACT.**

By entering into this Agreement, Contractor certifies in accordance with General Municipal Law § 103-g that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the Municipality receive information

that a person is in violation of the above-referenced certifications, the Municipality will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Municipality] shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Municipality reserves the right to reject any Bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

PROPOSER INITIALS HERE: \_\_\_\_\_

**APPENDIX B**

CONTRACTOR'S BID

## BID PROPOSAL

CONTRACT IDENTIFICATION: Village of Tuxedo Park Residential Garbage and Recyclable Materials Collection and Disposal Contract.

THIS BID IS SUBMITTED TO: Village Clerk, Village of Tuxedo Park, New York.

### SCHEDULE I

The undersigned bidder, being familiar with the Bid Package and the contract documents (identified in Article 6 of the Contract) and all matters affecting the cost of the work, hereby proposes to complete all work as specified in the contract documents (listed in Article 6 of the Contract) for the following prices:

#### MONTHLY FEE:

Back-door waste pick-up (twice a week) and recycling pick-up (once a week) for all Village residences and 5 municipal locations, bulk pick-up twice a year:

TOTAL BID: \$ 14,495 \_\_\_\_\_/Month  
(Numbers)

TOTAL BID: FOURTEEN THOUSAND FOUR HUNDRED NINETY FIVE DOLLARS \_\_\_\_\_/Month  
(In Words)

Acknowledgement of Missed Pick-Up Penalty

fd (initials)

All blank spaces for prices must be filled in, in ink or typewritten, in both words and figures.

Where there is a discrepancy between amounts in written words and printed numbers, the higher bid will control.

Erasures or other changes in the Bid must be explained or noted and initialed by the Contractor.

SIGNATURES: J. D. B. M.

BIDDER NAME: STERLING CARTING, INC

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: ELLESA DIBELLA

TITLE: VP

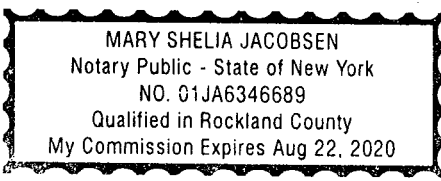
OFFICIAL ADDRESS: 99 STERLING MINE RD SLOATSBURG NY 10974  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CORPORATE SEAL

*State of New York*  
*County of Rockland*

Subscribed and sworn to before me this  
10<sup>th</sup> day of September, 2019

Mary Shelia Jacobsen  
NOTARY PUBLIC



**AFFIDAVIT OF NON-COLLUSION**

State of New York )  
County of Orange ) ss:

ELLESSA DIBELLA

, being first duly sworn, deposes and says that:

1. I am VP of STERLING CARTING, INC.  
(Owner, partner, officer, representative or agent)

STERLING CARTING, INC.

(Company name), the Bidder that has submitted the attached bid;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. The attached bid is genuine and is not a collusive or sham bid;

4. I have read and understood the attached copy of General Municipal Law § 103-d and I make this affidavit to comply therewith.

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

(1) The prices in this bid 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 bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

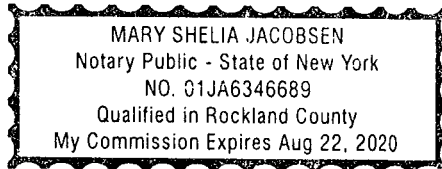
6. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its owners, partners, officers, representatives, agents, employees, or parties in interest, including this affidavit.

J. K. R. M.  
Signature

*State of N.Y*  
*County of Rockland*

Subscribed and sworn to before me  
this 10<sup>th</sup> day of September, 2019

Mary Shelia Jacobsen  
NOTARY PUBLIC



**BIDDER'S CERTIFICATION OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT**


Pursuant to General Municipal Law § 103-g, which generally prohibits the Village of Tuxedo Park from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

**BIDDER'S CERTIFICATION**


- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
  
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

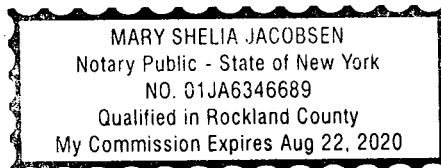
Dated: Sept., 2019  
10<sup>th</sup>, New York

  
\_\_\_\_\_  
SIGNATURE  
  
ELLESSA DIBELLA  
\_\_\_\_\_  
PRINTED NAME  
  
VP  
\_\_\_\_\_  
TITLE

*State of New York  
County of Rockland*

Subscribed and sworn to before me  
this 10 day of September, 2019

  
\_\_\_\_\_  
NOTARY PUBLIC







**Bid:** September 17, 2019  
2:00 PM

**Project :** VILLAGE OF TUXEDO PARK  
80 LORILLARD ROAD  
TUXEDO PARK, NY 10987

**Bidder :** STERLING CARTING, INC.  
99 Sterling Mine Road  
Sloatsburg, NY 10974  
[www.sterlingcarting.com](http://www.sterlingcarting.com)

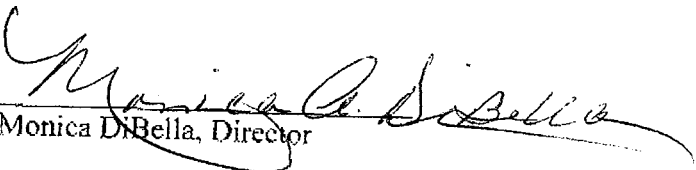
**Resolution**  
**Of the Board of Directors**  
**Of**  
**Sterling Carting, Inc.**

**Adopted: October 26, 2009**  
(Authorization to Sign Bid Documents)

**In Re: Contracts in general for the provision of  
Municipal, Government, Institutional and Commercial  
Solid Waste Collection and Disposal Services**

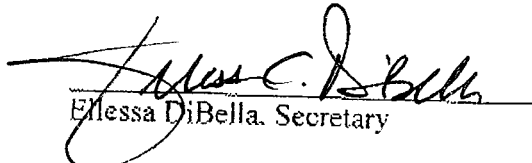
**RESOLVED** that Ellessa DiBella, (person authorized to sign), titled as Vice President of Sterling Carting, Inc., be duly authorized to sign any municipal, government, institutional or commercial bid document, including, but not limited to, any and all bid requirements, bid inserts, bid attachments and the contract on behalf of this corporation. Bid shall include RFP, RFQ, and formal public bids.

Dated: October 26, 2009

  
Monica DiBella, Director

I, Ellessa DiBella, Secretary of Sterling Carting, Inc., a corporation of the State of New York, CERTIFY that the foregoing is a true copy of a Resolution as it appears in the records of the corporation and as was duly and legally adopted at a meeting of the Board of Directors of the corporation called for that purpose and held on October 26, 2009, pursuant to and in accordance with the Certificate of Incorporation and By-laws thereof, that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

Dated: October 26, 2009

  
Ellessa DiBella, Secretary

CSC 45

F990114000389

CERTIFICATE OF INCORPORATION

OF

STERLING CARTING, INC.

UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

The undersigned, a natural person of the age of eighteen years or over, desiring to form a corporation pursuant to the provisions of Section 402 of the Business Corporation Law of the State of New York, hereby certifies as follows:

FIRST: The name of the corporation is:

STERLING CARTING, INC.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law of the State of New York, exclusive of any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The office of the corporation in the State of New York is to be located in the County of Rockland.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is:

Two Hundred (200) shares without par value.

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against the corporation may be served, and the address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is:

99 Sterling Mine Road  
Sloatsburg, NY 10974

SIXTH: No director of the corporation shall be personally liable to the corporation or its stockholders for damages for any breach of duty in such capacity except where a judgment or other final adjudication adverse to said director establishes: that the director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that said director personally gained a financial profit or other advantage to which he was not entitled, or the director's acts violated Section 719 of the New York Business Corporation Law.

Date: January 13, 1999

Amy Holt  
Amy Holt  
Incorporator  
Corporation Service Company  
80 State Street  
Albany, NY 12207

CSC 45

990114000389

CERTIFICATE OF INCORPORATION

OF

STERLING CARTING, INC.

Section 402 of the Business Corporation Law

RECEIVED

JUN 14 10 14 AM '99

Filer: JOHN A. COSTA, ATTORNEY AT LAW  
1 PARAMOUNT AVENUE  
NYACK, NY 10960  
098613AEH

ICC

STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED JAN 14 1999

TAX \$

BY:

*[Signature]*

FILED

JAN 14 12 18 PM '99

FILED

2

990114000404

State of New York }  
Department of State } ss:

*I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.*

*Witness my hand and seal of the Department of State on* JAN 15 1999



*J. Clark*

*Special Deputy Secretary of State*

## **SUPPLEMENTARY BID INFORMATION**

**IMPORTANT NOTE:** Schedules S-1 and S-2 will be required of the low bidder. They are to be submitted within five (5) days after written request by the VILLAGE. **DO NOT SUBMIT WITH BID.**

### **SCHEDULE S-1**

Describe the plan of operation to provide service required by Service Specifications; include details regarding personnel, equipment and routes, methods, etc. Attach map illustrating proposed normal routes and proposed trash and recyclable material collection and delivery routes. (Village maps available at Village Hall).

### **SCHEDULE S-2 - Financial Capability**

#### **CERTIFICATES OF INSURANCE**

Attach Certificates of Insurance attesting to the ability of the bidder to obtain the prescribed insurance.

VILLAGE OF TUXEDO PARK  
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for Residential Garbage and Recyclable Material Collection and Disposal will be received at the office of the Village Clerk, Tuxedo Park, New York until 2:00 o'clock P.M., local time, on the 17th day of September 2019 at which time such bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes, addressed to the Village Clerk, Village of Tuxedo Park, 80 Lorillard Road, P.O. Box 31, Tuxedo Park, NY 10987, and shall bear on the face thereof, the name and address of the bidder and the appropriate contract title:

“BID FOR TUXEDO PARK RESIDENTIAL GARBAGE AND RECYCLABLE  
MATERIAL COLLECTION AND DISPOSAL CONTRACT”

The work to be performed consists of the following:

Collection and disposal of residential garbage and recyclable  
materials as described in the Service Specifications.

The Village of Tuxedo Park reserves the right, consistent with New York State law, to reject any or all bids and to waive any irregularities or informalities in bidding, or to accept the lowest responsible and responsive bid that in the opinion of the Village will serve the best interest of the Village. The Village will not be obligated to accept the lowest bid. Bids received after the time and date for receipt of bids will not be considered and will be returned unopened. Minority contractors and women-owned enterprises are encouraged to bid.

Bids may be held by the Village of Tuxedo Park for a period not to exceed forty-five (45) days from the date of the opening of bids prior to awarding the Contract, for the purpose of reviewing the bids and investigating the qualifications of bidders in order to determine whether a bidder to whom the Contract may be awarded has sufficient experience, financial resources, and integrity to perform the Contract. For a copy of the bid document, call (845) 351-4745 or send an e-mail to [jledwith@tuxedopark-ny.gov](mailto:jledwith@tuxedopark-ny.gov).

BY ORDER OF THE BOARD OF TRUSTEES  
Deborah A. Matthews, Village Clerk-Treasurer  
Village of Tuxedo Park, New York



## INSTRUCTIONS TO BIDDERS

1. GOAL. The Village of Tuxedo Park seeks to contract with a reliable and qualified vendor to collect and dispose of garbage and recyclables from approximately 330 residential homes within the Village of Tuxedo Park.
2. TERM. The Contract will cover a three (3) year period from December 1, 2019 through November 30, 2022 with renewal options at the sole discretion of the Village Board for three (3) additional one (1) year periods.
3. FORMAT. All bids must be submitted on the Bid Proposal Form furnished by the Village. All proposals must be legibly written in ink, with all prices given in *both* words *and* figures.
4. NO MODIFICATIONS. A bidder may not qualify, limit or condition its bid. Bidders are cautioned not to attach any conditions, limitations, provisions, or to make any changes on the Bid Proposal Form. Any modification or terms or attachment of conditions, limitations, or provisions will render the bid informal and be sufficient reason for its rejection, at the sole discretion of the Village.
5. SUPPLEMENTARY INFORMATION. The successful bidder may be required to provide all required Supplementary Bid Information. Failure to timely and completely provide this information will disqualify the bidder.
6. EXECUTION OF CONTRACT. Within five (5) business days after receipt of notice of the award of the Contract, the bidder to whom a Contract has been awarded shall sign the necessary agreements entering into a Contract with the Village of Tuxedo Park. No proposal shall be considered binding upon the Village of Tuxedo Park until the execution of the Contract.

7. **INSURANCE POLICIES.** Full and complete copies of all required insurance certificates must be delivered to the Village prior to the performance of the work under the Contract.

8. **QUALIFICATIONS OF BIDDERS.** All bidders shall be required to demonstrate to the satisfaction of the Village of Tuxedo Park that they have adequate financial resources, experienced personnel, equipment and expertise to perform the services required by the Service Specifications. Each bidder may be required to show that former work it performed has been handled in such manner that there are no just or proper claims pending against it with respect to such work. No Contract will be awarded to any bidder who, as determined by the Village of Tuxedo Park, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, equipment, skill, judgment and integrity to conduct and complete the services in strict accordance with the Service Specifications. No bidder will be acceptable if it is engaged on any other work, which impairs its ability to finance this Contract or provide proper equipment and labor. The Village reserves the right to reject any bidder that is currently delinquent or has a history of delinquency in payment of any taxes, fees, fines or penalties owed to the Village or any other government entity. Proposals will be not accepted from, and contracts will not be awarded to, any person or entity that the Village of Tuxedo Park deems to be irresponsible, unreliable or lacking in integrity.

9. **ACCEPTANCE AND REJECTION OF BIDS.** The Village of Tuxedo Park reserves the right to reject any or all bids, to waive any irregularities or informalities in bidding, or to accept the lowest responsible and responsive bid that in the opinion of the Village, and consistent with New York State law, will serve the best interest of the Village.

10. **COMPLIANCE.** All Bidders shall be held to comply with all applicable statutes, rules and regulations of the United States, the State of New York, Orange County and the Village,

including without limitation, those relating to solid and hazardous waste and equipment. All necessary and appropriate licenses and permits must be in place, current and available to the Village at the time of bid submission.

11. DUE DILIGENCE. Bidders shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. All bidders shall conduct an independent inspection tour of the Village of Tuxedo Park and familiarize themselves with the work contemplated in the Contract, especially related to the requirement for backdoor pick-up, which may require smaller trucks to navigate long and winding driveways. Submission of a bid shall be deemed conclusive evidence that such a tour has been made by each bidder and shall constitute a waiver by each of all claims in relation to the bid, withdrawal of bid, payment of extras, or combination thereof, under the executed Contract, or any revision thereof, based upon or in any way relating or pertaining to any state of facts which an inspection tour may show.

12. DESCRIPTION OF REFUSE DISPOSAL DISTRICT. Service is to be provided to residential properties within the Village of Tuxedo Park. Residences are located on parcels of real property. The estimated number of service units currently existing in the Village as of September 1, 2019 is 330 homes and 5 municipal locations. It is also noted that the community has a large proportion of second homes, and many homes are not occupied except on weekends. While each home must be visited each pick-up day to determine if waste or recyclables are present, tonnage estimates (and hence Contractor's disposal costs) could be lower as a result. The Village does not estimate or provide any indication of tonnage.

13. COMMITMENT TO RECYCLE SEPARATED DESIGNATED MATERIALS. Contractor shall certify that materials collected for recycling (and duly separated by Village residents for such) shall be taken to an appropriate recycling transfer station, and recycled. Contractor must be able to demonstrate its recycling capabilities, and track the tonnages and performance of recyclables throughout the life of the contract.

14. QUARTERLY TONNAGE REPORTING. Upon the Village's request, Contractor shall provide, throughout the life of the contract, quarterly reports indicating the tonnages of paper, commingled glass, metal and plastic containers, and municipal solid waste collected from the Village.

15. INSURANCE. The Contractor shall provide and maintain during the life of the Contract, insurance policies as indicated in the Service Specifications. The successful bidder shall hold harmless and indemnify the Village of Tuxedo Park from all claims, legal or equitable, including court costs and reasonable attorneys' fees arising out of the performance of the Contract with the Village.

16. INTERPRETATION OF CONTRACT DOCUMENTS. Any prospective bidder who is in doubt as to the true meaning of any part of the Bid Package may submit a written request for an interpretation thereof by September 6, 2019 to Debbie Matthews, Village Clerk, 80 Lorillard Road, Tuxedo Park, NY 10987. Any interpretation of such documents will be made only by Addendum duly issued and mailed or delivered to each Bid Package holder of record.

No interpretation Addenda will be issued within the last five (5) days before the date of opening bids. The Village will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the Village.

#### 17. CONFIDENTIAL INFORMATION

The New York State Freedom of Information Law, Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, bids submitted in response to this solicitation may contain technical, financial, or other data whose public disclosure would cause substantial injury to the vendor's competitive position. To protect this data from disclosure under the Freedom of Information Law, the bidder should specifically identify the pages of the bid that contain such information, by properly marking the applicable pages and inserting the following notice in front of its bid.

## NOTICE

“The data on pages \_\_\_\_\_ of this bid, identified by an asterisk (\*) or marked along the margin with a vertical line, contain technical or financial information disclosure of which would cause substantial injury to the bidder’s competitive position. The bidder requests that such data be used only for evaluation of the proposal, but understands that disclosure will be limited to the extent that the Village determines is proper under the law. If a Contract is awarded to this bidder the Village shall have the right to use or disclose the data, as provided in the Contract, unless otherwise obligated by law.”

The Village assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked data are requested, pursuant to the Freedom of Information Law, the bidder will be advised of the request and may expeditiously submit to the Village 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 the Village in making its determination whether or not disclosure is proper under the law.

### 18. MINIMUM WAGE RATES. Wages to be paid and Supplements to be provided:

Each laborer employed by the Contractor, its Subcontractor or other persons about or upon this Contract shall be paid the wages herein provided and shall be provided the supplements as required by Article 8, Section 220 and 220-d of the Labor Law (PREVAILING WAGE).

The wages to be paid for a legal day’s work, as defined in Article 8, Section 220 of the Labor Law, to laborers, upon such public works, and the supplements to be provided to such laborers, shall be not less than the amount determined from the schedule of hourly wages and supplements annexed to the Service Specifications contained in the Contract.

If the Contractor shall fail to make prompt payment to person(s) supplying labor, materials or equipment for the work, or refuse or fail to supply enough properly skilled workers or proper materials and equipment, then the Village shall forward by registered mail to the Contractor, at the address given in the Contract, a Notice of Warning. In the event the Contractor fails to comply with said Notice of Warning within five (5) days from receipt thereof, the Village of Tuxedo Park shall have the right to terminate the Contract.

#### 19. SHOWN QUANTITIES AND SERVICE AREA INSPECTION

All bids shall be submitted upon the following express conditions, which shall apply to and become a part of every bid received. The quantities of houses and nature of backdoor service shown on the proposal sheets are to be bid and accepted by bidders as being approximate estimated quantities. Bidders shall satisfy themselves by personal examination of the location of the proposed service area and surroundings thereof, and by such other means as they may prefer, as to the scope of the service and the accuracy of the approximate estimated quantities; and shall not at any time after submission of their bids dispute such approximate estimated quantities nor assert that there was any misunderstanding in regard to the quantity or kind of materials to be furnished, or work to be done. The Contractor waives all claims of any nature due to a misunderstanding of the location, character, or other conditions surrounding the service or of the shown approximate estimated quantities of items of the service.

20. SIGNATURE OF BIDDERS. Each bidder shall sign the proposal, using their usual signature and giving their full business address. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The names of all persons

signing must also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing the principal may be held to be the bid of the individual signing. Satisfactory evidence of the authority of the officer signing in behalf of a corporation should be furnished.

21. ONLY ONE PROPOSAL. No bidder may submit more than one (1) proposal. Two proposals under different names will not be received from one firm or association, and in such case, the Village may reject both bids.

22. NO DISCRIMINATION. ALL BIDDERS AND CONTRACTORS MUST AGREE THAT THEY WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT for any of the reasons set forth in Item 5 of the Village's Standard Contract Clauses (Non-Discrimination Requirements) annexed to the Contract documents or in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

23. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

*& see attached*

### SCHEDULE II:

The bidder submitting this bid warrants that the bidder has been in continuous existence and operation for 20 years or more.

#### EXPERIENCE OF BIDDER

<u>Area or Municipality Served</u>	<u>Service Period From To</u>	<u>Reference Contact Name and Phone</u>



**Schedule II:**

**EXPERIENCE OF BIDDER:**

**Village of Tuxedo Park:**

**3 Year Contract – 2014-2017**

80 Lorillard Rd.

**(Extended 2018 & 2019)**

Tuxedo Park, NY 10987

\$467,820.00

Office: 845.351.4745

**Town of Haverstraw:**

**3 Year Contract – 2019-2022**

One Rosman Road

Garnerville, NY 10923

\$1,599,794.04

Michael Gamboli - 845-429-2200

**Borough of Midland Park**

**5 Year Contract – 2016-2021**

208 Godwin Ave.

\$1,725,300.00

Midland Park, NJ 07432

Addie - 201-444-1388

**Pierson Lakes**

**3 Year Contract – 2016-2019**

Sterlington Road

Sterlington, NY

\$34,848

Wilkens Management

Laura Archansky 201-560-0900 ext 144

*\* See Attached*

**SCHEDULE III**  
**Personnel Qualifications Form**

All bidders shall include a listing with qualifications of management personnel who have had experience in operating a comparable system and who have agreed to work for them in the operation of the Contract.

<u>Name</u>	<u>Years Experience</u>	<u>Position &amp; Qualifications</u>

**SCHEDULE III:**

<u>Name</u>	<u>Year's Experience</u>	<u>Position &amp; Qualifications</u>
Stefanie DiBella	11 Years	Operations / Logistics
Ellessa DiBella	15 Years	General Manager/ Controller
Monica DiBella	33 Years	Owner
Steve DiBella	48 Years	Consultant

\* see Attached

### SCHEDULE IV

#### EQUIPMENT AND METHODS PROPOSED FOR USE IN THIS CONTRACT

(Use additional sheets if necessary)

All vehicles used in association with servicing of this Contract must meet any and all applicable New York State and Federal emission regulations *prior to* the commencement of this Contract, and annually thereafter demonstration compliance for all vehicles *prior to* any renewal term.

1. EQUIPMENT NOW OWNED BY BIDDER:

<u>Year</u>	<u>Chassis Model</u>	<u>Body Type &amp; Size</u>	<u>Remaining Useful Life</u>

2. EQUIPMENT NOW LEASED BY BIDDER:

<u>Year</u>	<u>Chassis Model</u>	<u>Body Type &amp; Size</u>	<u>Leased Period</u>

3. EQUIPMENT TO BE PURCHASED BY BIDDER:

<u>Year</u>	<u>Chassis Model</u>	<u>Body Type &amp; Size</u>	<u>Name of Financing Institution</u>

SCHEDULE IV

Equipment and Methods Proposed for Use in this Contract

1. Equipment Now Owned by Bidder:

#	LP	Year	Make	Model	VIN	Diesel Retrofit
15	XN1585	2007	Ford	Pick Up	1FTRF14W57KD5284	NO
20	X4202H	1997	Chevy	Pick Up	1FTHF26XVEA54250	NO
22	XE666T	2000	CHEVY	Pick Up	1GCEK14VBYE385141	NO
26	XBJL97	2013	FORD	Pick Up	1FD8X3F66DEB59671	NO
27	XCWP77	2003	CHEVY	Pick Up	1GCEK14V03e319515	NO
52	AUTO52	1973	Autocar	R/O	AE004HB071384	NO
95	AM308C	1993	Int.	Crane Truck	1HTSDPPN4PH491064	NO
99	AS892J	2015	Pete.	Tractor-389	1XPXD40X0FD290571	YES
100	AN390S	2006	Pete.	Tractor-379	1XP5DB0X96N630287	NO
101	AN255L	2005	Pete.	Tractor-379	1XP5DB0X75D881961	NO
102	AS885E	2012	Pete.	Tractor-389	1XPXD40X1CD150640	YES
103	AH628A	1997	West. Star	R/O	2WLNCCCH3VK946998	NO
105	AL773T	1997	Pete.	Tractor	1XP5DB9X9VN419995	NO
106	AG719U	1997	Volvo	Packer	4VMDCAPF5VR741048	NO
107	AL487H	2005	Mack	Packer	1M2K189CU5M029303	NO
108	AL876U	1996	West. Star	Packer	2WMNZCZZXGK916393	NO
109	AG417W	1997	Pete.	F/E	1XPZL50X6VD709376	NO
110	AE833P	1997	West. Star	R/O	2WLNCCCF9VK947443	NO
111	AS944H	2005	KW	R/O	1NKDXBEX85J074653	NO
112	AS339K	2013	KW	R/O	1NKDL4EX2DR360392	YES
115	XN897B	2008	MINISUBISHI	Mini Packer	JL6BBD1S58K003168	YES
116	AR103H	2000	MACK	Packer MR688S	1M2K195C0YM017040	NO
117	AM962V	2005	MACK	F/E - MR688S	1M2K189C35M025732	NO
118	AP749L	2004	MACK	Packer MR688S	1M2K189C84M024395	NO
119	AP831D	2009	MACK	F/E - MRU613	1M2AV02C79M002763	YES

120	AS858P	2004	MACK-	Packer- 32 YD	1M2K195C24M025022	NO
121	AS531G	2012	MACK-	Packer-GU813 25 YD	1M2AX13C6CM018040	YES
122	AS532G	2012	MACK-	Packer- MRU613 - ENGINE - MP7 32 YD	1M2AV04C5CM008825	YES
123	AU357C	2015	Mack	F/E MRU613	1M2AVO4C1FM012617	YES
125	AU730B	2004	Mack	Packer- MR688	1M2K195C94M023395	NO
126	AU358C	2002	Mack	Packer MR688	1M2K195C82M020176	NO
127	AU321G	2018	Mack	Packer MRU613	1M2AV04C8JM018360	Yes

2. Equipment Now Leased by Bidder

NONE

3. Equipment to be Purchased by Bidder

NONE

\* see Attached

4. OPERATIONAL PLANS:

Describe the equipment and operational methods (including time sequencing) proposed for collection of:

a. Garbage

Handwritten response for 'Garbage' collection, consisting of multiple blank horizontal lines.

b. Recyclable Materials

Handwritten response for 'Recyclable Materials' collection, consisting of multiple blank horizontal lines.

#### 4. Operational Plans:

Garbage & Recyclable Materials

##### **Materials collected Utilizing:**

1 Rear Load Truck (Packer) & 1 Pick Up Truck (Scatter)

##### **Disposal Site for Refuse & Recycling:**

Refuse– Crossroads Transfer station: 331 Route 17 Hillburn, NY 10931

Recycling- Millennium Recycling: 25 N. Airmont Road Suffern, NY 10901

##### **Methods:**

Each Home Receives –

2 Times Per Week Refuse Service

1 Time Per Week Recycling Service (commingled cans & bottles & cardboard/paper)

Collection Included:

- Garbage
  - Entire Village Mondays & Thursdays
- Recycling
  - Entire Village Wednesdays



\* see attached

## SCHEDULE V

SUBMIT THE FOLLOWING INFORMATION:

1. Name of Bidder: \_\_\_\_\_
  
2. Business address:
  - a. Mailing Address with Zip Code  
\_\_\_\_\_  
\_\_\_\_\_
  
  - b. Physical Address (if different from Mailing Address)  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Ownership of business (answer a., b., or c):
  - a. Individual: (Name and address)  
\_\_\_\_\_  
\_\_\_\_\_
  
  - b. Partnership or Joint Venture: (Name and address of all partners or joint ventures)  
\_\_\_\_\_  
\_\_\_\_\_
  
  - c. Corporation: (Name, address and title of all officers, directors and stockholders  
owning directly or indirectly ten percent (10%) or more of the stock)  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Date business began:
  - a. If individual or partnership, date and place of filing certificate;

b. If a corporation, date and state of corporation

5. Address(es) for business for past five (5) years:

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6. Approximate size of business premises:

- a. Office: \_\_\_\_\_
- b. Garage: \_\_\_\_\_
- c. Yard: \_\_\_\_\_
- d. Other buildings (list and give sizes): \_\_\_\_\_  
\_\_\_\_\_

7. Are premises leased or owned? \_\_\_\_\_

a. How long in possession? \_\_\_\_\_

b. If leased: \_\_\_\_\_

(1) Date lease expires: \_\_\_\_\_

(2) Name and address of landlord: \_\_\_\_\_

8. If business premises are not in the Village of Tuxedo Park, what route or routes would trucks use to get to route in garbage district?

9. Has any person listed in Item 3 above ever been convicted for any misdemeanor or felony (including motor vehicle charges)? If answer is "yes", explain fully.
10. Has any person listed in Item 3 above ever refused to sign a waiver of immunity in any State or Federal proceeding? If answer is "yes", explain fully.
11. Does any person listed in Item 3 above own (directly or indirectly) any interest in or have an official position with another business entity providing the same or similar service? If answer is yes, give name of business and relationship.
12. How many full-time employees are there in the business?
- (i) Office personnel: \_\_\_\_\_
  - (ii) Drivers: \_\_\_\_\_
  - (iii) Driver helpers: \_\_\_\_\_
  - (iv) Mechanics: \_\_\_\_\_
13. How many part-time employees are there in the business?
- (i) Office personnel: \_\_\_\_\_
  - (ii) Drivers: \_\_\_\_\_
  - (iii) Driver helpers: \_\_\_\_\_

(iv) Mechanics: \_\_\_\_\_  
14. List five (5) residential or commercial customer references, their names and addresses:

- (i) \_\_\_\_\_
- (ii) \_\_\_\_\_
- (iii) \_\_\_\_\_
- (iv) \_\_\_\_\_
- (v) \_\_\_\_\_

**SCHEDULE V**

1. Name of Bidder: Sterling Carting, Inc.
2. Business Address:
  - a. Mailing Address with Zip Code : 99 Sterling Mine Road – Sloatsburg, NY 10974
  - b. Physical Address: Same
3. Ownership of Business:

Corporation:	Owner:	Monica DiBella
	Address-	981 Ramapo Valley Rd. Mahwah, NJ 07430

% Ownership: 100% - President
4. Date business began:
  - a. January 1999 – See certificate of corporation
5. Address for business for past 5 years:
  - a. 99 Sterling Mine Road – Sloatsburg, NY 10974
6. Approximate size of business premises:
  - a. Office – 3,500 sq. ft.
  - b. Garage - 11,500 sq. ft.
  - c. Yard - 4 Acres
  - d. Other building- Mechanic Shop 4,500 sq. ft.
7. Are premises leased or owned:
  - a. Sterling Carting leases from Sterling Recycling
  - b. If leased:
    1. Date lease expires: Never
    2. Name and Address of Landlord: Steve DiBella  
981 Ramapo Valley Rd  
Mahwah, NJ 07430
8. If business premises are not in the Village of Tuxedo Park, what route or routes would trucks use to get to route in garbage district? See below map & directions.

Google

Directions to Tuxedo Park, NY  
5.6 mi – about 10 mins

You can enter notes here

Save trees. Go green!  
Download Google Maps on your phone at google.com/gmm

A 99 Sterling Mine Rd, Sloatsburg, NY 10974

1. Head southeast on Co Rd 72/Sterling Mine Rd toward Sebastian Ct About 2 mins	go 1.0 mi total 1.0 mi
17 2. Merge onto NY-17 N/Orange Turnpike Continue to follow NY-17 N About 4 mins	go 3.4 mi total 4.4 mi
3. Slight left onto Tuxedo Rd Partial restricted usage road About 2 mins	go 0.4 mi total 4.9 mi
4. Turn left to stay on Tuxedo Rd Restricted usage road	go 0.1 mi total 5.0 mi
5. Slight right to stay on Tuxedo Rd Restricted usage road About 2 mins	go 0.6 mi total 5.6 mi

B Tuxedo Park, NY



9. Has person listed in Item 3 above ever been convicted for any misdemeanor or felony (including motor vehicle charges).

No.

10. Has any person listed in Item 3 above ever refused to sign a waiver of immunity in any State or Federal proceeding?

No.

11. Does any person listed in Item 3 above own (directly or indirectly) any interest in or have an official position with another business entity providing the same or similar service? If answer is yes, give name of business and relationship.

No.

12. How many full-time employees are there in the business?

- i. Office Personal: 5
- ii. Drivers: 15
- iii. Driver Helpers: 10
- iv. Mechanics: 2

13. How many part-time employees are there in the business:

- i. Office Personal: 0
- ii. Drivers: 2
- iii. Driver Helpers: 0
- iv. Mechanics: 0

14. List five (5) residential or commercial customer references, their names and address:

	<u>Business Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Contact</u>	<u>Phone</u>
1	Six 13 Originals	18 Industrial Ave	Mahwah	NJ	07430	Frank Fannigan	201-252-1160
2	Infante Associates	9 Robinson Lane	Ridgewood	NJ	07450	Mark Infante	201-447-0700
3	Net-A-Porter	725 Darlington Ave.	Mahwah	NJ	07430	Ed Junquet	212-901-3056
4	Pearl River Hilton	500 Veterans Memorial Dr.	Pearl River	NY	10965	Scott Brewer	845-735-9000
5	RJW Contracting	56 Mason Street	Lake Hopatcong	NJ	07849	Robert	973-897-5069