

ADVERTISEMENT
MSW Hauling and/or Disposal

Sealed bids will be received by the Board of Estimate and Apportionment of the City of Middletown, New York, at the office of the Department of Public Works until 4:30 PM, January 31, 2019, for:

1. Base Bid: Daily (4 to 5 days/wk) 8 to 11 trailers per week transport of Municipal Solid Waste (MSW) as generated by City and its customers and disposal of it at an approved landfill, (FOB by City Forces). City Clean up Week will require an additional three to four trailers per day for one month.
2. Alternate Bid: Daily (4 to 5 days/wk) 8 to 11 trailers per week transporting of MSW as above to Stueben County DPW landfill, (FOB by City Forces), City pays for landfill disposal fee.

The bids for this Interim Agreement shall be for a three (3) year base contract plus three (3) additional one (1) year extensions as approved by the City, subject to the other existing agreement, described in the Interim Agreement.

Bids will be publicly opened and read at 4:30 PM, January 31, 2019.

Bid Package for the aforementioned items are on file and publicly exhibited at the office of Public Works, City of Middletown, 16 James Street, Middletown, NY 10940. The said package may be obtained from the City of Middletown, Department of Public Works, 16 James Street, Middletown, NY 10940, (845) 343-3169.

Each bid from a Contractor must be accompanied by an Assurance of Financial Stability and Capability as accepted by the City.

At the time of execution of a Contract, the Contractor shall furnish the City of Middletown the necessary proof of Financial Stability and Capability of taking on this task as approved by the City Attorney as to form and sufficiency. The required proofs shall be substantially conditioned to provide that the Contractor shall faithfully perform the Contract on its part, and shall satisfy all claims and demands incurred for the same, and shall indemnify the City against any and all claims for damage on account of work performed under the Contract.

Contractors to provide all required Certifications, certified receipts and reports as required by regulating agencies and the City, such as but not limited to EPA, DOT, DEC as specifically required in 40 C.F.R. §503 on or before February 1 of each year.

The Contractor shall procure and maintain, at his expense, for the life of the Contract with the City of Middletown of the work covered by the Contract, liability insurance for Workmen's Compensation and for bodily injury and property damage, and said

insurance shall be kept in full force and effect by the Contractor by payment of the required premiums during the term of the work performed under the Contract.

Pursuant to General Municipal Law §108, the bidder stipulates and agrees that any agreement shall be void and of no force or effect unless the person, entity or corporation making or performing such agreement secure compensation for the benefit of, and keeps insured during the life of such agreement its employees, in compliance with the Workers' Compensation Law.

The Contractor shall furnish promptly upon demand by the City of Middletown proof that said insurance remains in full force and effect.

The Contractor's failure to procure or maintain said insurance shall constitute an act of default and entitle the City of Middletown to terminate the Contract (as set forth in General Conditions, Article XIII) or, at the City of Middletown's sole discretion, shall entitle the City of Middletown to procure and maintain such insurance on behalf of the Contractor and at the Contractor's sole expense, and to charge the costs of all premiums against the Contractor's payment requisitions for the period in question.

All bids shall be submitted subject to the following conditions:

1. The City of Middletown reserves the right to reject any or all bids and re-advertise for new bids.
2. All bidders shall submit proof of responsibility, Financial Stability and Capabilities as required by the City of Middletown.
3. Each bid must contain the certificate of non-collusive bidding required by Section 103-d of the General Municipal Law, relating to non-collusion (Schedule 4 hereto).
4. No bids shall be withdrawn for a period of forty-five (45) days after the receipt thereof, without the consent of the City of Middletown.
5. The bidder shall make allowance in his bid for any price increase in labor and materials. Requisitions for work and/or material shall be at the price bid with no additional charges for such increases. However, the Contract Agreement has provisions for fuel price adjustments.

By Order of
THE BOARD OF ESTIMATE AND APPORTIONMENT

Jacob Tawil, P.E.
Commissioner of Public Works

GENERAL MUNICIPAL LAW

Section 103-d

NON-COLLUSIVE BIDDING CERTIFICATE

"(a) 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 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;
- 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."

NAME OF BIDDER

BY: _____

Address

ACCEPTED:

DATE: _____

IF THE BIDDER IS A CORPORATION, FILL OUT THE FOLLOWING:

Resolved that _____
be authorized to sign and submit the bid or proposal of this corporation for the
following project: _____
and to include in such bid or proposal the certificate as to non-collusion required by
section one-hundred three-d (103-d), of the general municipal law as the act and deed
of such corporation and for any inaccuracies or misstatements in such certificate, this
corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolutions adopted by

Corporation at a meeting of its Board of Directors held on the _____ day of
_____, 2019.

Seal of the Corporation

SECRETARY

Dated: _____

BIDDER

INSTRUCTIONS TO BIDDERS

It is intended to receive bids on the transport and disposal of City (plus others) MSW (Municipal Solid Waste), transport of MSW to Stueben County DPW landfill.

Proposals shall be made upon the forms provided therefore. All blank spaces shall be fully filled in, and the signature shall be in longhand.

The competency and responsibility of bidders will be considered in making the award.

If the successful bidder fails to pick up the municipal waste in the time specified in his proposal, then the City has the right to call another trucker to pick up the waste, and back charge the contractor for the same plus other expenses.

The attached specifications are minimum specifications and each bidder shall list on a separate page "exceptions" to our specifications and shall properly mark this page "EXCEPTIONS TO SPECIFICATIONS".

All portions of this bid: the Instructions to Bidders, Specifications and Proposal must be fully complied with to have a valid bid.

ITEM I. Base Bid

DAILY (4 TO 5/WEEK) TRANSPORT OF CITY (PLUS OTHERS) MUNICIPAL SOLID WASTE (MSW) AND DISPOSAL OF IT AT AN APPROVED LANDFILL, FOB BY CITY FORCES.

DPW does approximately 8 to 11 loads per week; 32 to 40 loads per month.

-bidder supplies 5 to 6 trailers and two (2) trucks for yard. Two to three trailers are loaded and taken to Stueben County; three (3) trailers stay in yard.

-bidder supplies two (2) trucks to stay in yard.

-City Junk Clean Up will require approximately additional 3 to 4 trailer loads per day (4 to 5 days/wk) for approximately 4 weeks.

-The number of trailers needed and loads shown here are approximate and may change per actual quantity of MSW generated per day.

-bidder responsible for covering loads.

-City of Middletown has **NO** scale.

-bidder needs permit to haul 32 tons.

NO PARTIAL LOADS

ITEM II. Alternate Bid

DAILY (4 TO 5 DAYS/WK) 8 TO 11 TRAILERS PER WEEK TRANSPORTING OF CITY MSW TO STUEBEN COUNTY DPW LANDFILL, FOB BY CITY FORCES.

-Same loading and equipment requirements as above, including Junk Clean Up.

City of Middletown pays directly for landfill disposal fee per ton of hauled garbage.

PROPOSAL

To the Board of Estimate and Apportionment
City of Middletown, New York

Gentlemen:

In accordance with the advertisement of January 9, 2019, instructions to bidders, the specifications and the information which I have inserted in answer to the questions asked, the undersigned, as bidder, proposes to furnish to the City of Middletown, NY, as follows:

Item I. Base Bid: Daily (4 to 5 days/wk) 8 to 11 trailers per week transport of City (plus others for Junk Month Clean Up) MSW and disposal of it at an approved landfill, FOB by City Forces.

a) For the first three years for the sum _____
_____ (\$ _____)dollars/ton.

For each additional year up to three (3) years as approved by City:

b) For additional first year extension for the sum of _____
_____ (\$ _____)dollars/ton.

c) For additional second year extension for the sum of _____
_____ (\$ _____)dollars/ton.

d) For additional third year extension for the sum of _____
_____ (\$ _____)dollars/ton.

Item II. Alternate Bid: Daily (4 to 5 days/wk) 8 to 11 trailers per week transporting of City (plus others for Junk Month Clean Up) MSW to Stueben County DPW landfill, FOB by City Forces. **(Price is for transporting and unloading MSW ONLY. City will pay landfill directly per ton. Refer to attached agreement)**

a) For the first three years for the sum _____
_____ (\$ _____)dollars/ton.

For each additional year up to three (3) years as approved by City:

b) For additional first year extension for the sum of _____
_____ (\$ _____)dollars/ton.

c) For additional second year extension for the sum of _____
_____ (\$ _____)dollars/ton.

d) For additional third year extension for the sum of _____
_____ (\$ _____)dollars/ton.

The above prices do not include any state or federal taxes.

NON-COLLUSIVE BIDDING CERTIFICATION. By submission of this bid or proposal, the bidder certifies that: (a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) This bid or proposal has not been knowingly disclosed or will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; (c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

The full name and business address of all persons and parties interested in the foregoing bid, as principals, are as follows:

Signature of Bidders Business Address

Corporation Seal Phone: _____
Fax: _____
Email: _____

Dated at _____ this _____ day of _____ 2019.

**MIDDLETOWN INTERIM
MUNICIPAL WASTE
SERVICES AGREEMENT – HAULING**

THIS MIDDLETOWN INTERIM MUNICIPAL WASTE SERVICES AGREEMENT - HAULING ("Agreement") is entered into this _____, between the CITY OF MIDDLETOWN, NEW YORK (the "City"), and _____, (the "Contractor").

Background

1. Pursuant to N.Y. Gen. Mun. Law §120-w, the City selected Taylor Recycling to provide solid waste disposal services to the City (the "Procurement"). Pursuant to the Procurement Agreement, Taylor Recycling is to provide waste disposal services for the City.

2. Pursuant to N.Y. Gen. Mun. Law 103-d, the City desires to enter into an interim arrangement with the Contractor, whereby the Contractor agrees to undertake and assume on an interim basis responsibility for certain hauling services from the City transfer station ("Hauling Services") in exchange for specified compensation to be paid for providing such services. Attached hereto as Exhibit A is the Hauling Services Plan for Acceptable Waste of the City (the "Plan"), which is incorporated herein as if fully set forth.

3. The arrangement and any subcontracts contemplated or allowed by this Agreement are permitted under applicable New York law and consistent with the Procurement.

Agreement

In consideration of the foregoing and the respective obligations undertaken herein, and intended to be legally bound, the parties hereto agree as follows:

1. **DEFINED TERMS.** Capitalized terms used but not defined in this Agreement shall have the respective meanings given such terms in the form of Municipal Waste Management Services Agreement attached hereto as Exhibit B or in the Plan.

2. **SCOPE OF SERVICES.** The Contractor shall itself, or through subcontractors approved by the City, and at the Contractor's sole cost and expense, furnish labor, equipment, materials, supplies and other facilities and things necessary or proper for, or incidental to, performance of

the Hauling Services required by, and in strict conformance with, the Plan. The City retains full responsibility for transfer station operations.

3. ACCEPTANCE OF RESPONSIBILITY. The Contractor hereby agrees to perform and be fully responsible for the Hauling Services and further agrees to accept the compensation payable by the City hereunder.

4. OPERATIONS. The Contractor shall at all times conduct the Hauling Services in accordance with (i) the Plan, (ii) the highest standard of operation required by any applicable law and governmental standards, and (iii) this Agreement. In the event of conflict among (i), (ii) and/or (iii), then the Contractor shall resolve the conflict by consultation and agreement with the City.

5. EXAMINATION OF DOCUMENTS. The Contractor agrees that, before submitting its proposal to the City to act as its contractor for Hauling Services hereunder, the Contractor carefully examined the Plan and is fully informed regarding all of the conditions affecting the work to be done, and the labor and materials to be furnished for the completion of this Agreement.

6. COMMENCEMENT OF SERVICES. The Contractor shall commence performance of Hauling Services on the date on which the City and the Contractor agree in writing is the date to commence work hereunder and in any event no later than two (2) weeks from the date of the award letter (the "Commencement Date"). On such date, the Contractor shall have fully mobilized its work force, obtained and placed in position all necessary equipment, supplies and rolling stock. The City will give the Contractor all necessary access to the City transfer station on and after the Commencement Date, for such purposes. The parties agree that the City has designated the landfill in Steuben County*, New York (the "Designated Disposal Facility") as the site for the disposal of Acceptable Waste, and the City has arranged by contract for the disposal of Acceptable Waste at such Designated Disposal Facility. The City may change the Designated Disposal Facility to another site on appropriate notice to the Contractor and with appropriate upward or downward adjustment in the Service Fee (as hereinafter defined) to take account of new costs.

7. TERM. The term of this Agreement shall be until the earlier of (1) the third anniversary of this agreement, subject to 3, one year terms renewal options, or (2) the date the City is obligated to commence delivery of acceptable Municipal Solid Waste to Taylor Recycling under the Agreement, provided the term may be extended for such additional period(s) as shall be mutually agreeable to the parties hereto.

*Substitute landfill name if hauler is proposing different one as bid under Item I Base Bid in the Proposal Section.

After the initial term that the Taylor Recycling Agreement requires it, or in the event of default by the Contractor under the terms of this Agreement, the City may terminate this Agreement upon thirty (30) days' notice to the Contractor.

8. BILLING AND PAYMENT.

(a) The City shall promptly remit to the Contractor, as payment in full for Hauling Services to be performed under this Agreement, **per Ton of Acceptable Waste transported to the Designated Disposal Facility from the transfer station, plus the Fuel Expense Surcharge, as hereinafter defined, for a net fee of** per Ton of Acceptable Waste plus the Fuel Expense Surcharge (the "Service Fee"). The Service Fee has been calculated based on loading the transfer trailers in accordance with the Plan. If the transfer trailers are not loaded in accordance with the Plan, the Service Fee will be adjusted upward or downward accordingly. Depending on bid item awarded, the City remains obligated to pay the amount per Ton of Acceptable Waste payable by the City to the Designated Disposal Facility for each Ton of Acceptable Waste transported from the transfer station for disposal at the Designated Disposal Facility.

(b) A Fuel Expense Surcharge ("FES") shall be assessed by the Contractor on each ton of Acceptable Waste hauled from the City transfer station if the Weekly Fuel Price ("WFP") as hereinafter defined is greater than a Baseline Index Fuel Price ("BIFP") of \$3.20 per gallon. If the WFP is less than or equal to the BIFP, then the FES will not apply. If the WFP for any weekly period is greater than the BIFP, then the FES will equal the product of \$0.042 times the amount (in whole cents) by which the WFP exceeds the BIFP. For example, if the WFP is \$3.60, then the FES will equal \$1.68 (\$0.042 times 40) for each ton of Acceptable Waste hauled from the City transfer station.

The WFP shall be determined from the "On Highway Diesel Prices for New England, PADD IA" as published weekly by the Energy Information Administration, a division of the United States Department of Energy. If the WFP is not available during a weekly period, then the WFP for that week will be assumed to equal the published price for the last week the WFP was available. If the Energy Information Administration ceases publication of WFP information detailed by region or is unavailable for any reason, the City and the Contractor agree to substitute a similar publication or method of calculation for purposes of obtaining index pricing information to calculate the FES, if any.

**per accepted bid, copy is attached.

(c) The Contractor shall deliver to the City a billing statement for Hauling Services in mutually agreeable form no later than five (5) business days after the end of each calendar month during which Hauling Services are provided, which invoice shall be paid by the City within fifteen (15) business days after receipt from the Contractor. The invoice shall set forth such information as is reasonably requested by the City.

(d) The Contractor shall prepare and deliver any annual settlement statement for Hauling Services reasonably required by the City to be prepared and delivered, and participate in any audit reasonably required by the City.

9. ASSIGNMENT. The Contractor shall not assign, transfer, convey, or otherwise dispose of this Agreement, or any part thereof, or its right, title and interest therein or its power to execute the same, to any person, firm or corporation, without obtaining the prior written consent of the City, which consent shall not be unreasonably withheld.

10. INDEMNITY. The Contractor agrees that it will, and does hereby, protect and indemnify the City against and holds the City and its respective officers, employees and subcontractors (as applicable in the circumstances) (the "City Indemnified Parties") harmless from and against (and pay the full amount of) all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, and reasonable attorneys' fees (collectively, "Loss-and-Expense"), and will defend the City Indemnified Parties in any lawsuit or other legal action, including arbitration and appeals, for personal injury to, or death of, any person, or loss of or damage to property arising out of (1) the negligence, omission or wrongful conduct of the Contractor or any of its officers, members, employees, agents, representatives or subcontractors in connection with its obligations or rights under this Agreement, or (2) the performance or non-performance of the Contractor's obligations under this Agreement. The Contractor shall not, however, be required to reimburse or indemnify any City Indemnified Party for any Loss-and-Expense to the extent any such Loss-and-Expense is due to (a) the non-performance of obligations of the City hereunder, (b) the negligence or other wrongful conduct of any City Indemnified Party, (c) any Uncontrollable Circumstance, (d) any act or omission of any City Indemnified Party judicially determined to be responsible for or contributing to the Loss-and-Expense, or (e) any matter for which the risk has been specifically allocated to, or retained by, the City. A City Indemnified Party shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim, and shall not settle the claim without the approval of the Contractor, which approval shall not be unreasonably withheld. These indemnification provisions are for the protection of the City Indemnified Parties only and shall not establish, of themselves, any liability to third parties, other than as accepted under this Agreement. The provisions of this Section 11 shall survive termination of this Agreement.

11. LIABILITY INSURANCE.

(a) The Contractor shall cause to be put in place and maintained during the term of this Agreement, and for a period of time after the termination of this Agreement equal to any applicable Statute of Limitations, the comprehensive liability insurance and other insurance coverage required by the City for Hauling Services, and the performance by the Contractor of its obligations under this Agreement, as set forth in the Plan.

(b) Insurance under this section shall be carried and maintained with an insurer reasonably acceptable to the City and authorized to do business in the State of New York by the State Insurance Department. The Contractor shall cause the City to be named as an additional named insured on each policy required to be maintained under this Agreement, and shall furnish to the City satisfactory proof that the City is so named as additional insured. This proof shall be by way of a Certificate of Insurance or such other document as may be reasonably required by the City. Certificate of Insurance forms may be updated as industry practice determines. All Certificates of Insurance must be attached to this Agreement.

12. COMPLIANCE WITH LAWS AND ORDINANCES. The Contractor shall observe and obey all federal, state, county and local laws, ordinances, codes and regulations relating to the performance of this Agreement.

13. REPRESENTATIONS OF CONTRACTOR. The Contractor represents and warrants:

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

(b) Due Authorization and Binding Obligation. The Contractor has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Contractor and constitutes the legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(c) No Conflict. The execution and the delivery by the Contractor of this Agreement, and the performance by the Contractor of its obligations hereunder, does not (1) conflict with, violate or result in a breach of any law or governmental regulation applicable to the Contractor, or (2) conflict with, violate or result in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of

the Contractor) or instrument to which the Contractor is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

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

(e) No Legal Prohibition. The Contractor has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by the Contractor of this Agreement and the transactions contemplated hereby other than the need to obtain all proper authorizations necessary for performance of the Hauling Services hereunder.

14. REPRESENTATIONS OF CITY. The City represents and warrants:

(a) Due Authorization and Binding Obligation. The City has duly authorized the execution and delivery of this Agreement and all related agreements, including, but not limited to the agreement for access to the Designated Disposal Facility (collectively, the "Related Agreements"). This Agreement has been duly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors rights generally.

(b) Municipal Law and Agreement Compliance. The City has taken all action required under N.Y. Gen. Mun. Law, including N.Y. Gen. Mun. Law §103, to select the Contractor under the Procurement and to enter into this Agreement and the Related Agreements. All of such actions are legally binding and enforceable against the City.

(c) No Conflict. Neither the execution nor delivery by the City of this Agreement and the Related Agreements nor the performance by the City of its obligations hereunder (1) conflicts with, violates or results in a breach of any law of governmental regulation applicable to the City, (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the organization documents of the City) or instrument to which the City is a party or by which the City or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument, or (3) will result in a creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of the City.

(d) No Litigation. There is no action, suit or other proceeding as of the date hereof, at law or in equity, before or by any Court or governmental authority pending, or, to the City's best knowledge, threatened against the City which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the execution and delivery of this Agreement or the Related Agreements, or the validity or enforceability thereof, or which would materially and adversely affect the performance by the City of its obligations hereunder or by the City under any other such Agreement or instrument.

(e) No Legal Prohibition. The City has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by the City of this Agreement, the Related Agreements and the transactions contemplated hereby.

15. DISPUTE RESOLUTION. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be settled through discussions, such dispute shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

16. NOTICES. Any notices or communication required or permitted hereunder shall be in writing and deemed sufficiently given (i) when delivered by hand, (ii) when transmitted by facsimile (subject to confirmation by the method described in clause (iii)), on the business day next following deposit with a nationally recognized overnight delivery service, fee prepaid, or (iii) on the third business day following deposit with the United States Postal Service, by certified or registered mail, postage prepaid, as follows:

To the City:

If by Facsimile: (845) 343-7439
(addressed as below)

If by Hand, Mail or Overnight Delivery Service:

16 James Street
Middletown, New York 10940
Attn: Joseph M. DeStefano, Mayor
Telephone: (845) 346-4100

Changes in the respective facsimile numbers or addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party.

17. ARTICLE AND SECTION CAPTIONS: REFERENCES. The article and section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof. Except as otherwise indicated, all references herein to Sections and Articles are to sections and articles to this Agreement.

18. SEVERABILITY. In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as so amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

19. AMENDMENT. No amendment, modification or change to this Agreement shall be effective unless same shall be in writing and duly executed by the parties.

20. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York.

21. NO OTHER AGREEMENTS. All negotiations, proposals and agreements prior to the date of this Agreement are superseded hereby. This Agreement shall constitute the entire agreement between the City and the Contractor with respect to all services contemplated hereby.

22. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure the benefit of the respective successors, permitted assigns of the Contractor and the City.

IN WITNESS WHEREOF, this Agreement has been executed by the City and the Contractor on the day and year first above written.

City of Middletown

By: _____
Joseph M. DeStefano
Mayor

By: _____

Exhibit A

HAULING SERVICES PLAN FOR ACCEPTABLE WASTE OF CITY OF MIDDLETOWN

The City through its Department of Public Works owns and operates a registered Municipal Solid Waste Transfer Station in accordance with 6NYCRR Part 360-1 I.I (b) (l). Municipal Solid Waste ("MSW") that qualifies as Acceptable Waste will be transported to a permitted disposal facility by the City's Hauling contractor for solid waste disposal services and/or any of the prime contractor's subcontractors.

According to the City's Solid Waste Transfer Station Registration filed with the New York State Department of Environmental Conservation on October 8, 1999 and the new registration dated December 28, 2018, the following operations will be the City's responsibility:

1. Delivering Acceptable Waste to the transfer station to be located at the City's Waste Water Treatment Plant on Dolson Avenue, Middletown, New York 10940.
2. Providing personnel to direct incoming vehicles to and to direct outgoing vehicles from the tipping floor, and to direct outgoing transfer trucks leaving the transfer station site.
3. Operating the front-end loader and fully loading the transfer trailers with Acceptable Waste in accordance with each trailer's weight limitations as established by the hauler.

4. Providing and paying for lighting, water, security, leachate treatment and litter control.
5. Providing record keeping services in accordance with 6NYCRR Part 360 and this Plan.
6. Providing and paying for the removal of delivered Unacceptable Waste.
7. Providing and paying for landfill disposal capacity for the Acceptable Waste throughput at the transfer station.

According to the City's Solid Waste Transfer Station Registration filed with the New York State Department of Environmental Conservation on October 8, 1999, and the new registration dated December 28, 2018, the following operations will be the responsibility of the City's prime contractor for solid waste disposal services and/or the prime contractor's subcontractors:

1. Providing licensed and trained personnel to operate tractors and trailers for hauling Acceptable Waste.
2. Providing and/or obtaining all needed permits to transport Acceptable Waste as prescribed by any and all applicable federal, state and local laws, rules and regulations.
3. Notifying the City of weight limitations applicable to each transfer trailer used at the transfer station.
4. Providing copies of the driver training, drug testing and safety programs provided to hauler employees.
5. Providing in sufficient number, tractors and trailers in good working order and capable of transporting Acceptable Waste to the Designated Disposal Facility. (The number specified herein is an approximation only).
6. Maintaining sufficient insurance coverage with limits as prescribed by law.

7. Providing proof of insurance coverage, and naming the City and its employees and agents, as additional named insured and Certificate holder as requested.
8. Providing weigh tickets from the Designated Disposal Facility for all loads removed from the transfer station.
9. Providing general assistance to the City for record keeping and the smooth operation of the transfer station.