

"APPENDIX A"

This bid includes the collection of recyclable materials on a weekly basis for a three (3) year period with two extensions, which each extension is for one year. The successful bidder agrees to furnish and deliver all the materials, supplies and equipment, to do and perform all the work and labor required to be furnished, delivered, and performed in and about the collection of all the recyclable materials, herein described, in the Village of Caledonia.

The contractor shall pick up the following materials from residential and commercial units, set out for collection within approximately four (4) feet of the edge of the street pavement. Recyclables will be delivered to the Monroe County Recycling Center, 384 Lee Road, Rochester, New York, in accordance with the Monroe County Recycling Center Policy and Procedures or another center of the successful bidders' choice provided equal or better material is accepted at the alternative facility. The Contractor will provide a standard box for recycled materials for pickup.

Materials to be collected:

- a. Newspapers: consists of bagged, dry newspapers, magazines and glossy paper.
- b. Glass Bottles: consists of empty, unbroken clear, brown and green glass and free from cookingware, plate glass, safety glass, and non-glass materials. Labels are acceptable.
- c. Mixed Metal: consists of aluminum, tin and bi-metal (steel and aluminum) beverage cans and tin-steel food cans. Tin-steel cans must have organics removed.
- d. HDPE and PETE (Number 1 & 2 plastics) Plastic Containers: consists of milk jugs, juice and cider bottles, water bottles, and laundry detergent bottles.
- e. Gable Top Cartons: Consists of milk and juice cartons and drink boxes.
- f. Aerosol cans: except for spray paints and pesticides.
- g. Corrugated Cardboard: corrugated boxes only; no wax board, box board or cereal boxes.

When the Contractor's crews encounter improperly placed or prepared material or nonrecyclable items, they shall follow the following procedure:

- a. The Contractor's collector shall not pick up improperly prepared materials. A Village approved door hanger/informational tag will be prepared by the collector informing the resident why the material was not collected.

b. The Contractor shall maintain a log of improperly placed or prepared materials by address for the duration of the agreement. The Contractor shall supply data from the log to the Village Clerk so contact can be made to educate the residents regarding the proper preparation of materials.

The following proposed contract between the Village and the successful bidder is attached to describe the services and responsibilities the Village wishes the vendor to undertake and provide.

refuse, of the form and type approved by the Sanitary Code of the State of New York and Rules and Regulations of the Board of Health of Livingston County, as now in force, and to comply with such amended laws of the State of New York and regulations as may be approved by either the Sanitary Code of the State of New York or the Board of Health of Livingston County.

For recyclables collection, the Contractor covenants and agrees to provide suitable self-dumping trucks for the collection and removal of said recyclables, of the form and type approved by the Village.

The equipment is to be kept in a clean, well-painted and good mechanical condition subject to inspection.

Article 5. The Contractor must provide the usual compensation insurance for all employees as required by the laws of the State of New York.

Article 6. In all matters of dispute between a citizen and the Contractor, the Contractor hereby covenants and agrees that he will be governed by the rules of the Village Board in the adjustment and settlement of said dispute, and that the Village Board shall act as arbiter of such dispute.

Article 7. The Contractor hereby covenants and agrees to remove all refuse and recyclables collected from within the Village limits on or before eight o'clock p.m. of each day, and to provide for the satisfactory disposal of the same outside the Village limits in a manner that will be satisfactory to and approved by the health authorities of the locality where said refuse and recyclables are deposited and by the laws and rules of the State of New York, or by any officer or body thereof having proper jurisdiction therein, and to save the Village harmless in every way from and on account of such disposal of the said refuse and recyclables.

Article 8. The Contractor hereby covenants and agrees to collect refuse and recyclables from all residences, fraternal organizations, Village buildings, Village trash containers, churches and commercial enterprises in said Village of Caledonia once each week per limits set forth in Articles 10 and 11 of this agreement. The Contractor shall also furnish dumpsters for all Village owned buildings as follows: 1 eight cubic yard dumpster, 1 six cubic yard dumpster, and 1 eight cubic yard recycling dumpster.

Article 9. In making the collections of refuse and recyclables under this contract the Contractor hereby agrees to be bound to a collection schedule adopted by the Village and which may be changed from time to time as conditions warrant, and with no added expense being incurred by said Village on account of such changes in the collection schedule. It is mutually agreed between the parties hereto that the Village Board shall provide a schedule of collection, covering the several streets of said Village so arranged and divided that the Contractor can cover the entire Village, and conform to the requirements herein set forth. No collection need be made on the six major holidays, namely: New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving and

Christmas. However, the Contractor shall set an alternate day of the week as a substitute day and be responsible for notifying the residents of such substitute day.

Article 10. It is mutually agreed between the parties hereto that refuse will be defined as all household waste such as garbage, paper, glass, wallpaper, old furniture, appliances, etc. as well as waste material from yards and lawn such as brush, vegetation, wood, branches, leaves etc. However, vegetation, wood, brush and branches shall be placed at curbside, tied in bundles cut to maximum four-foot lengths. The Contractor shall not be obligated to collect commercial demolition waste.

It is agreed between the parties hereto that the household receptacle in which the refuse is to be placed shall not be larger than a standard 20-gallon garbage can and not exceeding fifty (50) pounds for households. It is agreed between the parties hereto that the places of business collections shall be limited to three (3) such standard 20-gallon containers, or six (6) standard size plastic bags, or the equivalent thereof. The Contractor shall endeavor to replace the lids on the refuse cans. All refuse will be picked up at curbside.

It is mutually agreed between the parties hereto that recyclables will be defined as newspaper, cans, glass, plastics, aerosol cans, gable top cartons and corrugated boxes.

Article 11. The Contractor reserves the right to collect from any resident any form of refuse and/or recyclables not included in the Village's collection, such collection to be made upon an agreement between the Contractor and the residents from whom the refuse and/or recyclables is to be collected, the Village to be in no way a party to such individual agreement.

Article 12. The period of this contract shall be for three (3) years commencing on the first day of June, 2022 and ending on the last day of May, 2025. This Agreement may be extended by mutual agreement on the same terms and conditions for two (2) additional one year term periods. The party wishing to extend the Agreement must give the other party six (6) months prior notice, unless the other party agrees to waive such notice.

Article 13. The Contractor shall not subcontract, sublet, relet, sell, assign or otherwise dispose of his interest in this contract without the approval and consent in writing to the Village. And it is hereby agreed that any violation of the provisions of the Article shall automatically forfeit the rights of the Contractor hereto.

Article 14. THE CONTRACTOR IS HEREBY DECLARED AND AGREED TO BE AN INDEPENDENT CONTRACTOR, AND NOT AN AGENT, SERVANT, OR EMPLOYEE OF THE VILLAGE.

Article 15. It is mutually agreed between the parties hereto that the foregoing contract and agreement and all its terms and conditions and provisions as herein set forth,