

**TOWN OF ORANGETOWN
SPECIAL TOWN BOARD MEETING MINUTES
December 18, 2023**

This meeting was opened at 5:00 pm. Supervisor Teresa M. Kenny presided and Rosanna Sfraga, Town Clerk, called the roll.

Present were:

Councilperson Paul Valentine
Councilperson Jerry Bottari
Supervisor Teresa M. Kenny
Councilperson Brian Donohue

Absent:

Councilperson Thomas Diviny

Also Present:

Allison Kardon, Supervisor's Confidential Assistant
Carmel Reilly, Director of Economic Development & Tourism
Rosanna Sfraga, Town Clerk
Robert Magrino, Town Attorney
Jeff Bencik, Finance Director
Matthew Lenihan, Computer Network Specialist
Brendon Carton, IT Department

Pledge of Allegiance to the Flag

DISCUSSION:

WORKSHOP OF AGENDA ITEMS

RESOLUTION NO. 665

OPEN PUBLIC COMMENT PORTION

RESOLVED, that the public portion is hereby opened.

Councilperson Brian Donohue offered the above resolution, which was seconded by Councilperson Jerry Bottari and was Adopted:

Motion: 4 - 0

Ayes: Councilperson Paul Valentine, Councilperson Jerry Bottari, Supervisor Teresa M. Kenny,
Councilperson Brian Donohue

Noes: None

Absent: Councilperson Thomas Diviny

Donald Brenner, attorney for the garbage haulers, provided the additional data the Town Board requested from the garbage haulers (Exhibit 12-18-A).

Bill Beckman, explained the figures / fees.

Summary of Public Comments: None

RESOLUTION NO. 666

CLOSE PUBLIC COMMENT PORTION

RESOLVED, that the public portion is hereby closed.

RESOLUTION NO. 666 - Continued

Councilperson Paul Valentine offered the above resolution, which was seconded by Councilperson Brian Donohue and was Adopted:

Motion: 4 - 0

Ayes: Councilperson Paul Valentine, Councilperson Jerry Bottari, Supervisor Teresa M. Kenny,
Councilperson Brian Donohue

Noes: None

Absent: Councilperson Thomas Diviny

RESOLUTION NO. 667

ENTER EXECUTIVE SESSION

In attendance, at this Executive Session were Supervisor Kenny, Councilpersons Paul Valentine, Jerry Bottari and Brian Donohue, Robert Magrino, and Jeff Bencik.

RESOLVED, at 5:17 pm, the Town Board entered Executive Session to discuss the garbage hauler fees.

Councilperson Brian Donohue offered the above resolution, which was seconded by Councilperson Jerry Bottari and was Adopted:

Motion: 4 - 0

Ayes: Councilperson Paul Valentine, Councilperson Jerry Bottari, Supervisor Teresa M. Kenny,
Councilperson Brian Donohue

Noes: None

Absent: Councilperson Thomas Diviny

RESOLUTION NO. 668

RE-ENTER STBM

RESOLVED, at 5:25 pm, the Town Board re-entered the Special Town Board Meeting.

Councilperson Brian Donohue offered the above resolution, which was seconded by Councilperson Jerry Bottari and was Adopted:

Motion: 4 - 0

Ayes: Councilperson Paul Valentine, Councilperson Jerry Bottari, Supervisor Teresa M. Kenny,
Councilperson Brian Donohue

Noes: None

Absent: Councilperson Thomas Diviny

RESOLUTION NO. 669

APPROVE / GARBAGE HAULER MONTHLY RATE INCREASE

WHEREAS, in a letter dated October 27, 2023, Donald Brenner, Esq., as attorney and on behalf of the licensed garbage haulers of the Town of Orangetown, requested an increase in the authorized rates for the collection of garbage within the Town of Orangetown; and

WHEREAS, pursuant to Town Code Section 17B-6.C, the Town of Orangetown Sanitation Commission on November 15, 2023 and December 6, 2023 duly held a public hearing on the matter; and

WHEREAS, the Orangetown Sanitation Commission, after considering the testimony and exhibits entered into evidence at the public hearing, recommends to the Town Board pursuant to Section 17B-6.H of the Town Code that the Town Board approve a rate increase for the garbage haulers in the Town of Orangetown from \$33.50 per month to \$38.10 per month effective January 1, 2024, with a \$0.50 increase annually in January for a period of two years thereafter.

RESOLUTION NO. 669 - Continued

NOW, THEREFORE, BE IT RESOLVED, pursuant to Section 17B-6.I of the Town of Orangetown Town Code, that upon recommendation of the Town of Orangetown Sanitation Commission, the following monthly rate increases are hereby approved and authorized:

Year	Effective Date	Amount	Amended Amount
2024	1/1/2024	\$38.10	\$36.50
2025	1/1/2025	\$38.60	\$37.00
2026	1/1/2026	\$39.10	\$37.50

Councilperson Paul Valentine offered the above resolution, which was seconded by Councilperson Jerry Bottari and was Adopted as Amended:

Motion: 4 - 0

Ayes: Councilperson Paul Valentine, Councilperson Jerry Bottari, Supervisor Teresa M. Kenny, Councilperson Brian Donohue

Noes: None

Absent: Councilperson Thomas Diviny

RESOLUTION NO. 670

APPOINT MEGAN GARRAMONE / ACCOUNT CLERK-TYPIST / PROBATIONARY GRADE 4, STEP 1 / EFFECTIVE JANUARY 2, 2024

RESOLVED, that upon the recommendation of the Commissioner of DEME, appoint Megan Garramone to the position of Account Clerk-Typist from Eligible List #22184, Probationary, Grade 4, Step 1 at a salary of \$43,519, effective January 2, 2024.

Councilperson Brian Donohue offered the above resolution, which was seconded by Councilperson Paul Valentine and was Adopted:

Motion: 4 - 0

Ayes: Councilperson Paul Valentine, Councilperson Jerry Bottari, Supervisor Teresa M. Kenny, Councilperson Brian Donohue

Noes: None

Absent: Councilperson Thomas Diviny

RESOLUTION NO. 671

ADJOURN

RESOLVED, at 5:30 pm, the Town Board re-entered the Special Town Board Meeting and adjourned.


Councilperson Brian Donohue offered the above resolution, which was seconded by Councilperson Jerry Bottari and was Adopted:

Motion: 4 - 0

Ayes: Councilperson Paul Valentine, Councilperson Jerry Bottari, Supervisor Teresa M. Kenny, Councilperson Brian Donohue

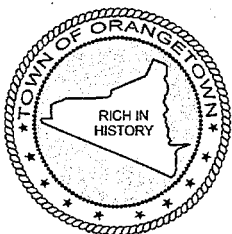
Noes: None

Absent: Councilperson Thomas Diviny



 Rosanna Sfraga, Town Clerk





TOWN OF ORANGETOWN
TOWN CLERK
26 W ORANGEBURG ROAD
ORANGEBURG, NEW YORK 10962
www.orangetown.com

ROSANNA SFRAGA
TOWN CLERK

TEL: 845.359.5100 x 5004
FAX: 845.359.5126
email: townclerk@orangetown.com

December 15, 2023

Rockland County Times
Rockland Journal News
WRCR Radio
News 12 Hudson Valley
Rockland County Business Journal
Rockland Video

editor@rocklandcountytimes.com
metro@lohud.com
mail@wrcr.com
news12hv@news12.com
ttraster@RCBizJournal.com
mlieb@rocklandvideo.com

Please take Notice that a Special Town Board Meeting (STBM) of the Town of Orangetown will be held on Monday, December 18, 2023 at 5:00 pm: Town Hall, 26 W. Orangeburg Road, Orangeburg, NY 10962. This meeting is regarding a monthly rate increase to the garbage haulers and fees and other charges relating to road excavations, driveways and heavy hauling.

Respectfully yours,

Rosanna Sfraga
Town Clerk

Cc Supervisor
Town Board
Town Attorney
Post (2)



Donald Brenner, P.E., LL.B.

Attorney-At-Law • Professional Engineer
4 Independence Avenue, Tappan, New York 10983

Phone 845-359-2210

Fax 845-359-8070

December 18, 2023

Via Email: supervisor@orangetown.com and Hand Delivery

Supervisor Teresa M. Kenny
Town of Orangetown
26 West Orangeburg Road
Orangeburg, New York 10962

Re: Information -
Residential Garbage Haulers Rate Increase
Town on Orangetown
23-1394-9

Dear Supervisor Kenny:

At the Town Board meeting of Tuesday, December 12, 2023 you requested that the haulers provide the Town Board additional data to support their request for a rate increase (see Addendum A - your Email of December 13, 2023).

Rockland Green provided the following:

(1)	<u>Year 2023</u>	<u>Net Tons</u>
	<u>Hauler</u>	<u>11 Months</u>
	Kenneth Hiep, Inc.	4,578.88
	Robert Hiep, Inc.	3,466.10
	Donato Marrangi, Inc.	2,083.56
	Cottage Carting, Inc.	670.34
	Decluca Sanitation Corp.	1,383.12
	<u>Year 2022</u>	<u>Full Year</u>
	Kenneth Hiep, Inc.	4,917.23
	Robert Hiep, Inc.	3,982.06
	Donato Marrangi, Inc.	2,963.82
	Decluca Sanitation Corp.	1,656.81

- (2) The total number of residential account (units) in Orangetown from the carters is 9,064.

Note: South Nyack is not included in the count.

- (3) The total annual tipping fees paid to Rockland Green for the Orangetown haulers:

Year 2022	-	\$1,027,513.90
Year 2023 (11 months)	-	\$ 925,832.00

- (4) Total 2022 tonnage from residential garbage picked up by the haulers is 13,519.92 tons.
Total tonnage (11 months only) picked up by the haulers is 12,182 tons.

- (5) The Stony Point contract is enclosed (Addendum B).

- (6) The Clarkstown residential contract is enclosed (Addendum C).

- (7) The carters could not obtain that information form the Town of Haverstraw.

- (8) The carters could not obtain that information from the Town of Ramapo.

Note: Both Haverstraw and Ramapo have multiple Villages and each village has its own charges.

- (9) The Towns do not negotiate commercial waste charges.

- (10) In Orangetown the haulers provide a 10% discount for senior users and there are presently 1,081 seniors using this discount.

If you require additional information I and the haulers will be present Monday night.

Very truly yours,



Donald Brenner

DB/hi
cc: Town Board
Residential Haulers

Addendum A

Town of Orangetown

Town Hall • 26 West Orangeburg Road • Orangeburg, NY 10962

Telephone: (845) 359-5100 ext. 2293

Fax: (845) 359-2623

e-mail: supervisor@orangetown.com

website: www.orangetown.com



Teresa M. Kenny
Town Supervisor

December 13, 2023

Via Email and Facsimile

Donald Brenner, Esq.
4 Independence Avenue
Tappan, NY 10983

Re: Information for Garbage Hauler Rate Increase

Dear Mr. Brenner:

In furtherance of the requested rate increase presented at the Town Board meeting last night, I request the following documentation as it pertains to residential garbage pickup:

- 1) The total number of residential accounts (units) in Orangetown from all of the carters providing service in Orangetown;
- 2) The total annual tipping fees paid to Rockland Green from all Orangetown residential garbage in 2022 and 2023;
- 3) Total 2022 tonnage from all residential garbage dropped from Orangetown households;
- 4) Do Clarkstown and Stony Point have curbside pickup or at the house?
- 5) Do the carters have a written contract with Clarkstown or Stony Point? If so, please provide a copy.
- 6) Why is the residential charge for garbage pick-up in Haverstraw so much less than Clarkstown, Stony Point and Orangetown (\$26.75 starting 2024)?
- 7) What is the current charge per residential unit in Ramapo and has a rate been set for 2024?
- 8) Do any of the Towns regulate commercial pick up fees and, if so, how?
- 9) What is the senior citizen discount and how many accounts do you have with the discount?

Please provide this information as soon as possible so that we can move forward with the special Town Board meeting Monday. My understanding is that some of this was asked for at the hearing before the Sanitation Commission but never provided.

Very truly yours

A handwritten signature in black ink, appearing to be "Teresa M. Kenny", written over the typed name.

Teresa M. Kenny

cc: Town Board

Addendum B

AGREEMENT

THIS AGREEMENT, made this 2nd day of March, 2022, by and between the TOWN OF STONY POINT, Rockland County, New York (hereinafter referred to as the Town), a municipal corporation, organized and existing under the laws of the State of New York, having its principal place of business at 74 East Main Street, Stony Point, New York; VIGNOLA SANITATION CORPORATION, having its principal place of business at P.O. Box 611, Stony Point, New York 10980; and CARLO MINUTO CARTING COMPANY, INC., having its principal place of business at P.O. Box 234, 20 West Snake Hill Road, West Nyack New York 10994 (hereinafter collectively referred to as the "Carters").

WITNESSETH:

WHEREAS, the Town of Stony Point and the Carters licensed under an existing agreement to provide residential sanitation services to the residents of the Town of Stony Point continue to work together in an effort to provide quality sanitation services to the residents of the Town at reasonable rates; and

WHEREAS, the Town and the Carters previously entered into an Agreement dated March 1, 2010 providing for certain terms and conditions concerning residential carting services within the Town; and

WHEREAS, the Town and the Carters previously entered into a subsequent Agreement dated March 1, 2019 providing for certain terms and conditions concerning residential carting services within the Town; and

WHEREAS, said proposal is in the best interest of the Town and the residential carters licensed to provide said residential sanitation services to the residents of the Town;

NOW, THEREFORE, the Town and the Carters for the consideration hereinbefore named agree as follows:

ARTICLE I: Term and Work Included.

1. Commencing March 1, 2022 and continuing through February 29, 2023, and any renewal period thereafter, the present licensed carters named in this agreement shall have the right, subject to compliance with all legal requirements, to continue to provide curbside residential sanitation service for a single-family residence located in the Town of Stony Point. The monthly rates for this service shall be as follows:

- A. Effective March 1, 2022, will be Thirty-two and 35/100 (\$32.35) Dollars per single-family residence.
- B. Effective March 1, 2023, will be Thirty-two and 85/100 (\$32.85) Dollars per single-family residence.

- C. Effective March 1, 2024, will be Thirty-three and 35/100 (\$33.35) Dollars per single-family residence.
- D. Effective March 1, 2025, will be Thirty-three and 85/100 (\$33.85) Dollars per single-family residence.
- E. Effective March 1, 2026, will be Thirty-four and 35/100 (\$34.35) Dollars per single-family residence.
- F. Effective March 1, 2027, will be Thirty-four and 85/100 (\$34.85) Dollars per single-family residence.

2. On or after December 15, 2027, the Carters and the Town shall in good faith consider whether to enter into a new agreement under such terms and conditions mutually agreeable to both parties.

3. In addition to the monthly rate provided in paragraph 1, each Carter shall be entitled to add \$1.00 per month to the previously quoted monthly rate for every full \$5.00 increase from the present \$76.00 per ton tipping fee charged at the County controlled transfer station where the residential waste is deposited. Such \$1.00 increase will be the only increase permitted during the term of this agreement for any increase in the cost for dumping or "tipping fees" However, should the Town require the carters to dispose of said garbage and bulk items at a facility located outside of the North Rockland area, i.e.; Town and/or Village of Haverstraw, Stony Point, then the carters are entitled to an additional \$1.00 increase in the monthly rate for residential sanitation service disposal costs.

4. The Carters also agree that upon written request of any resident owner of a single-family residence serviced by said Carters and upon proof of senior citizenship status that said senior citizen resident shall be entitled to receive a \$1.00 discount per month from the amount so billed.

5. The Carters agree that they will provide each and every residential customer at least one day per month allocated to bulk item pick-up day.

* Definition of bulk items: discardable household items of a durable nature, such as home furnishings, i.e. sofas, chairs, storm/screen windows and doors, floor coverings, carpeting and padding, tightly rolled, bundled and tied; small quantities of the following material. Not more than two (2) bundles, no longer than five (5) feet or heavier than fifty (50) pounds each, or containers with a combined weight of no more than one hundred (100) pounds will be collected.

The following materials are not included in the monthly bulk program but are the responsibility of the "do it yourself" homeowner, or agreement made between the homeowner and his professional home improvement/trade contractor, or residential carter: Furnaces and boilers; Building materials from renovation – decks, porches, sheds and fences, materials from clearing land – tree stumps, grass clippings, soil, rocks, concrete and asphalt; Paint or other hazardous waste type products collected by the County of Rockland at the Fire Training site.

ARTICLE II: No Collusion or Fraud.

The Carters hereby agree that the only person or persons interested as principal or principals in the bid or Proposal submitted by the Carters for this Agreement are named herein, and that no other person other than those mentioned herein has any interest in the above named proposal or in the securing of the permit or agreement, and this Agreement has been secured without connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared, and this Agreement secured without collusion or fraud and that neither any official nor employee of the Town has or shall have a financial interest in the performance of this Agreement or in the supplies, work, or business to which it relates, or in any portion of the profits thereof.

ARTICLE III: Right to Suspend Work and Cancel Agreement.

1. It is further mutually agreed that if any time during the execution of the work, the Town Board shall determine that the work pursuant to this Agreement is not being performed according to this Agreement and/or the permit requirements, the Town may suspend or stop the Carters' work pursuant to this Agreement.

2. Whenever the Town determines to suspend or stop work under this Agreement, written notice shall be sent by certified mail to the Carters at its provided address, and the Carters shall be entitled to a Hearing before the Town Board on whether or not this Agreement has been violated. Any violation of this Agreement shall be established by a preponderance of evidence.

ARTICLE IV: Insurance.

1. The Carters shall procure and maintain at their own expense and without expense to the Town, liability insurance for damages imposed by law, of the kinds and in the amount as follows: \$1,000,000 per person for bodily injury, \$1,000,000 each accident (aggregate), and \$500,000 for each property claim, \$2,000,000 each accident (aggregate). The Carters shall also obtain at its sole expense, the statutory limits for Worker's Compensation, said insurance to be procured from the insurance companies authorized to do such business in the State of New York, covering all operations under this Agreement, whether performed by the Carters or by any subcontractor and shall maintain such insurance in force for the duration of this Agreement. All insurance policies required under this Agreement shall include in addition to the Carters' name, the following named additional insured parties: The Town of Stony Point.

2. Before commencing the work pursuant to this Agreement, the Carters shall furnish to the Town Clerk, a certificate or certificates of insurance, in a form satisfactory to the Town showing compliance with this Article. All insurance shall be issued by companies authorized to do business in the State of New York who have certificates of solvency, and shall have a thirty (30) day non-cancelable clause. In the event of the cancellation, said policy shall be replaced by an equivalent insurance prior to the cancellation date.

ARTICLE V: Compliance With Laws.

1. The Carters shall comply with all the provisions of the Laws of the State of New York and of the United States of America which affect municipalities and municipal contracts and more particularly the Labor Law, the General Municipal Law, the Worker's Compensation Law, the Lien Law, the Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, Department of Labor Occupational Safety and Health Act, Executive Orders, State, Local and Municipal Health Laws, rules and regulations and any and all regulations promulgated by the State of New York and/or amendments and additions thereto insofar as the same shall be applicable to any contract awarded hereunder, with the same force and effect as if set forth at length herein.

2. The Carters shall file for and obtain all required permits and obtain inspections as specified herein, and as required by law, including a Town residential carter permit. All permits and fees shall be paid for by the Carters. In the event of a conflict between this agreement and the permit requirements, the permit requirements shall control. However, to the extent there are any requirements or provisions in this Agreement that are in addition to the permit requirements, such additional provisions or requirements shall not be deemed a conflict.

ARTICLE VI: Assignments.

This Agreement may not be assigned by the Carters without the express written permission of the Town.

ARTICLE VII: Successors.

This agreement shall bind the successors and representatives of the parties hereto.

ARTICLE VIII: Defense of Actions or Suits.

Neither the Town nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damage that shall or may happen by reason of this Agreement, nor shall it be in any manner answerable or responsible for any injury done, for damages or compensation required to be paid under any present or future law, to any person or persons whomever, whether employees of the Carters or otherwise, or for damages to any person or property, whether belonging to the Town or to others, occurring or to others, occurring during, or resulting by reason of this Agreement. Against all such injuries, damages and compensation, the Carters shall and will properly guard. The Carters shall also at all times indemnify and save harmless the Town and its Employees, against all such injuries, damages and compensation arising or resulting from the performance of this Agreement. The Carters shall carry liability insurance in the sums required under this Agreement for the complete duration of this Agreement.

ARTICLE IX: Verbal Statements Not Binding.

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Town or other representatives of the Town, and such

statements shall not be effective or be construed as entering, forming part of, or otherwise altering the written agreement in any manner.

ARTICLE X: No Waiver of Rights.

Any remedy provided in this Agreement shall be taken and construed as in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings, the Town shall be entitled as of right to a writ of injunction against any breach of any of the provisions of this Agreement.

ARTICLE XI: Notice Procedures.

1. Any notice from one party to the other, under this Agreement, shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party.

2. All inquiries between parties of this Agreement pertaining to details, progress and coordination of the work shall be considered binding only when in writing and directed from the Carters through the Town Clerk or from the Town, when directed to the Carters designated representative.

ARTICLE XII: Governing Law

This Agreement shall be governed by the Laws of New York; without regard to choice of law provisions and the venue of any action or proceeding shall be deemed to be Rockland County, New York.

ARTICLE XIII: Successors and Assignees.

This Agreement shall be binding upon and shall be for the benefit of the parties, subsidiaries, affiliates, heirs, successors, legal representatives and assigns of each of the parties hereto, to the fullest extent permitted by law, except that where any purported assignment is made without the express written consent of the Town, the provisions of this agreement shall not apply to such unauthorized assignee.

ARTICLE XIV: Severability and Interpretation.

In the event that any Court or tribunal declares any provision of this Agreement as unenforceable, contrary to law or otherwise denies effect to any provision of this Agreement, it is the express intention of the parties that all other aspects of this Agreement remain in full force and effect in all other respects.

ARTICLE XV: Effective Date.

This Agreement is effective upon execution by all parties.

ARTICLE XVI: Counterparts.

This Agreement has been prepared for execution by each of the parties which may be executed in any number of counterparts, all of which, when taken together, shall constitute a single agreement. Electronic, PDF or facsimile signatures shall be deemed to be original signatures of the signing party if presented to the other party as a signed document.

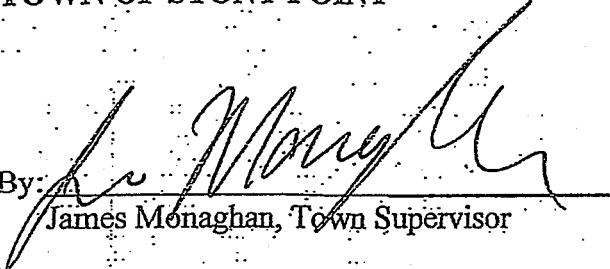
ARTICLE XVII. Entire Agreement.

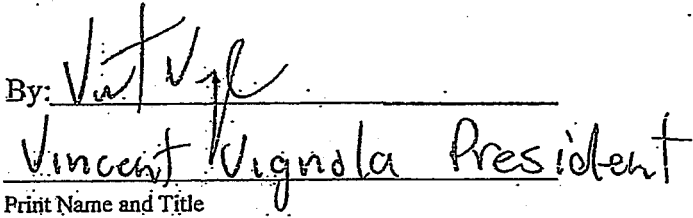
This Agreement constitutes the entire agreement among the parties, and nothing more nor less than the contents of this Agreement is intended by the parties. Nothing in this Agreement may be changed unless accomplished by a written agreement signed by both parties.

IN WITNESS WHEREOF, the Town of Stony Point caused its seal to be affixed hereunto, and these presents to be signed by its Supervisor, and to be attested by its Town Clerk, both duly authorized so to do; and the Carters have hereunto caused its corporate seal to be affixed hereunto and these presents to be signed and to be attested to as both being duly authorized to so do the day and year first above mentioned.

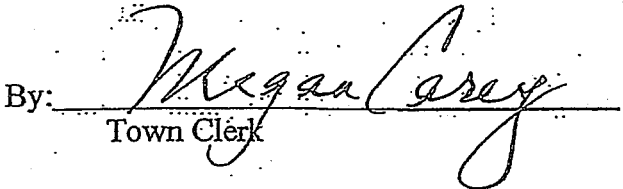
TOWN OF STONY POINT

VIGNOLA SANITATION CORP.

By: 
James Monaghan, Town Supervisor

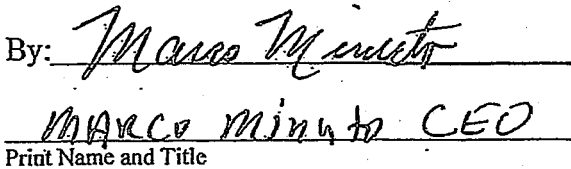
By: 
Vincent Vignola President
Print Name and Title

ATTEST:

By: 
Town Clerk

CARLO MINUTO CARTING
COMPANY, INC.

SEAL

By: 
MARCO MINUTO CEO
Print Name and Title

Addendum C



**Awarding Bid #13-2023 -- Residential Refuse and Bulk Collection for Services
for One, Two and Three Family Homes in the Unincorporated Portion of the
Town of Clarkstown**

RESOLVED, that based upon the recommendation of the Authorized Purchasing Agent and the Director of the Department of Engineering and Facilities Management that

**BID # 13-2023 - RESIDENTIAL REFUSE AND BULK COLLECTION SERVICES FOR
ONE, TWO AND THREE FAMILY HOMES IN THE UNINCORPORATED
PORTION OF THE TOWN OF CLARKSTOWN**

is hereby awarded to: CLARKSTOWN CARTING ASSOCIATION, INC.
 P.O. BOX 220
 WEST NYACK, NY 10994
PRINCIPAL: ROBERT HIEP, PRESIDENT

as per their proposed low bid prices as follows for the duration of the contract from January 1, 2024 through December 31, 2028

Garbage Collection (unit price per eligible dwelling unit per month):

JANUARY 1, 2024 THROUGH DECEMBER 31, 2024 \$32.50

JANUARY 1, 2025 THROUGH DECEMBER 31, 2025 \$33.64

JANUARY 1, 2026 THROUGH DECEMBER 31, 2026 \$34.82

JANUARY 1, 2027 THROUGH DECEMBER 31, 2027 \$36.04

JANUARY 1, 2028 THROUGH DECEMBER 31, 2028 \$37.00

Bulk Waste Collection (unit price per eligible dwelling unit per month):

JANUARY 1, 2024 THROUGH DECEMBER 31, 2024 \$5.58

JANUARY 1, 2025 THROUGH DECEMBER 31, 2025 \$5.78

JANUARY 1, 2026 THROUGH DECEMBER 31, 2026 \$6.98

JANUARY 1, 2027 THROUGH DECEMBER 31, 2027 \$7.18

JANUARY 1, 2028 THROUGH DECEMBER 31, 2028 \$7.43

TB July 18, 2023AWARDING BID #13-2023 – RESIDENTIAL REFUSE AND BULK COLLECTION

Senior Citizen Exemption (unit price per eligible dwelling unit per month - Garbage): \$10.00

Senior Citizen Exemption (unit price per eligible dwelling unit per month - Bulk Waste): \$10.00

and be it

FURTHER RESOLVED, that said award is subject to the receipt by the Purchasing Department of the following:

- a) Signed Contract Documents - four sets
- b) Letter of Credit as per specifications
- c) Certificate of Contractor's Liability and Property Damage Coverage, including a Save Harmless Agreement
- d) Certificate of Automobile Liability Coverage
- e) Certificate of Worker's Compensation insurance coverage
- f) Certificate of Worker's Disability Insurance coverage

The Town of Clarkstown must be named as additional insured by way of policy endorsement on all liability policies, as they pertain to the project awarded and be it

FURTHER RESOLVED, that project shall be under the supervision of the Department of Engineering and Facilities Management.

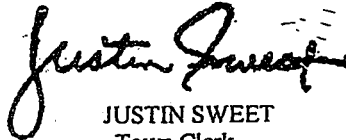
DATED: July 18, 2023

CJ

STATE OF NEW YORK
ROCKLAND COUNTY SS:
TOWN OF CLARKSTOWN

I, JUSTIN SWEET, Town Clerk of the Town of Clarkstown, County of Rockland, hereby certify that I have compared the foregoing copy with the original recording on file in said office, and find the same to be a true and correct transcript there from and the whole of such original.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the seal of the Town of Clarkstown, this 24rd day of JULY 2023.



JUSTIN SWEET
Town Clerk

