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May 24, 2018

VIA EMAIL ONLY

TO: Randy Casale, Mayor of the City of Beacon
Mayor@cityofbeacon.org

Anthony Ruggiero, City of Beacon Administrator
aruggiero@cityofbeacon.org

RE: DRAFT WASTE COLLECTION AGREEMENT

Gentlemen,

In accordance with your request, I attach a draft Waste Collection Agreement for the contract period commencing July 1, 2018. I have undertaken to use the language in the existing Agreement modifying it to reflect the recent bid adjustments. You will observe, however, that while some of the language is awkward, I believe it includes all of the services currently being provided to the City.

Service to Riverfront Park and Memorial Park were inadvertently excluded in the bid. I have added Memorial Park (as Lot 1, Item 13.1) and Riverfront Park (Lot 1, 13.2 for summer service and Lot 1, Item 13.3 for winter service) in the service and Price Schedule. As with our current Agreement there is no charge for servicing these locations. Other changes made to the underlining Agreement over its life have also been incorporated into this Agreement. For example, Royal agreed to provide up to 100 "95 gallon" recycling carts at no extra charge; that change is carried over in this Agreement.

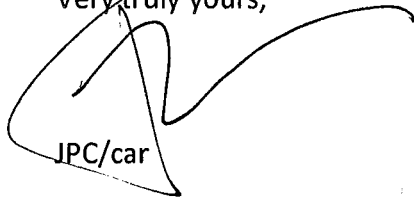
Finally, in an effort to assist the City with addressing the issue of its current budget with the mid year adjustment in this Contract, Royal agrees to adjust the price commencing July 1 based on the 2014 (not 2018) base contract price. See Exhibit "C". Commencing January 1, 2019, the bid adjusted contract price will adjust per the bid as impacted by the 2018 weight surveys.

TEAHAN & CONSTANTINO LLP

I am available to discuss this Agreement and to respond to any questions or comments you, council or your attorney may have.

Thank you for your continuing courtesy.

Very truly yours,

A handwritten signature in black ink, consisting of a large, stylized initial 'J' followed by a cursive 'P' and 'C', with a long horizontal flourish extending to the right. The signature is written over the text 'Very truly yours,'.

JPC/car

cc: Nicholas Ward-Willis, Esq.
Emil Panichi, President

DRAFT

Waste Collection Agreement Between the City of Beacon and Royal Carting

THIS AGREEMENT, made the ____ day of ____, 2018, but effective as of July 1, 2018, by and between the City of Beacon (the "City"), a municipal corporation with offices located at One Municipal Plaza, Beacon, New York 12508, and Panichi Holding Corp. d/b/a Royal Carting Service Co. ("Royal"), a corporation with offices located at 409 Route 82, Hopewell Junction, New York 12533.

WITNESSETH:

WHEREAS, the City wishes to employ a contractor to collect, remove and dispose of burnable and recyclable waste from designated privately-owned real property, municipal buildings and public spaces within the City of Beacon, and

WHEREAS, Royal has submitted a bid proposal to the City which the City Council has found to be advantageous to the City with respect to the collection and removal of burnable and recyclable waste.

NOW THEREFORE, in consideration of these mutual promises and covenants, and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I

A. Burnable Waste Collection and Disposal

Royal shall furnish all the materials, equipment and labor required to on a weekly basis collect, remove and dispose of one (1) Royal-supplied ninety-five (95) gallon container with attached lid and wheels for mechanical pickup of burnable waste from approximately 4,300 tax parcels in the City of Beacon.

Property owners may put additional containers out for pick up by purchasing "Add-a-Can" tags at City offices and attaching same to each additional can or by enrolling in the annual Add-a-Can Program. The City will reimburse Royal for every "Add-a-Can" tag turned into the City in accordance with the "Service and Price Schedule", annexed hereto as Exhibit "A".

Work shall include collection from street/trash-receptacles (defined herein as publicly-available trash receptacles maintained in a public right of way by the City of Beacon) five (5) times per week on Monday, Tuesday, Wednesday, Thursday, and Friday. The street trash

receptacles shall be combination trash/recycling containers with 18 gallon capacity each and a lockable door, except for up to twenty-two (22) new trash and/or recycling receptacles (without regard to the condition of the 22 receptacles to be replaced and to be provided by Royal at no equipment cost or rental to the City), having a capacity and design that shall be agreed to by the City and Royal. The City shall provide a list of street trash-receptacles (Exhibit "B", annexed) which list shall be attached to and become a part of this Contract as well as designate up to 20 receptacles to be replaced. Royal shall repair, maintain and replace, at its sole cost and expense, all street trash-receptacles existing or installed during the term of this Contract, or any renewal or extension thereof, except that in the event of accidental damage or destruction by the City or an act of vandalism, the City shall submit an insurance claim to cover the cost of repair or replacement, if coverage is available. "Vandalism," for purposes of this Agreement, shall mean the defacement or destruction of any street-trash receptacle by a third party to this Agreement, but shall not include instances of defacement or destruction facilitated by Royal's failure to properly secure or maintain said receptacles. The City reserves the right, upon written notification to Royal, to add to or delete from the attached list of street trash-receptacles at any time during the term of the Contract, including any renewal or extension term.

Royal shall collect, remove and dispose of residential, commercial and municipal waste collected from the curb or designated area on a day or days of the week agreed to by the City. Any spillage into the road or sidewalks while carrying the containers to the truck or while emptying containers into the truck must be cleaned up by Royal before moving to the next collection pickup. A broom and shovel shall be carried on each truck to facilitate clean up. Lids must be replaced on containers after pickup. Royal must notify the City Administration via facsimile on a form provided by the City of all waste not collected and the reason collection was refused. The City reserves the right to change the collection schedule and specifications.

B. Recyclable Waste Collection

Royal shall provide one (1) 65 gallon recycling collection bin for approximately 4,300 tax parcels, and shall furnish all materials and perform all work to collect, remove and dispose of single stream recyclables from each tax parcel that meets the collection specifications once every week corresponding with the burnable waste collection schedule. Royal shall provide without cost to the City up to one hundred (100) 95 gallon recycling collection bins and thereafter, additional 95 gallon recycling collection bins at cost, upon written demand. A broom and shovel shall be carried on each truck to facilitate clean-up of spillage or breakage during recyclable waste collection. Royal shall provide an additional 65 gallon recycling collection bin at the rate of \$60.00 per bin.

C. Container Lease and Services

Royal shall provide all equipment and perform all work to provide waste and/or recyclable collection services the Beacon City Hall, Transfer Station, Parks Department, Memorial Building, Memorial Park, Riverfront Park and Fire Station #2 or as more specifically described in the Service and Price Schedule, annexed. The burnable waste containers shall be serviced by the burnable waste collection truck. Containers shall be emptied in accordance with the requirements set forth in the Service and Price Schedule which includes, but is not limited to:

1. Beacon City Hall

Royal shall provide Beacon City Hall with containers for recyclables;

2. Waste Water Treatment Facility

Royal shall provide the Waste Water Treatment Facility with two (2) two-cubic-yard containers – one (1) for the septage receiving station and one (1) for grit removal. These containers shall be emptied daily; and

3. Transfer Station

Royal shall provide the Transfer Station with a service which includes the container hauling and disposal of materials in accordance with requirements more particularly described in the Service and Price Schedule. Containers shall be serviced on demand. The Transfer Station requires up to 12 containers (6 for commingles and 6 for newspapers).

ARTICLE II

A. Changes in Disposal Costs and Tonnage: Burnable Waste

1. Should Royal's cost of burnable waste disposal increase or decrease more than \$10.00 per ton during the term of this Contract, or any extension or renewal thereof, the City will increase or decrease its contract payments as follows:

Base Disposal Cost Per Ton: Provided by Royal, subject to audit

New Disposal Cost per Ton: Provided to the City within three days of Royal's notification effective thirty days after change; also subject to audit.

Monthly tonnage to be used **only** for calculation of payment change: 300 tons per month.

Calculation of payment change:

$[(\text{new per ton rate}) - (\text{base per ton rate})] * 300 = \text{increase/decrease in monthly payment}$

Example: Base rate = \$55.00 New Rate = \$65.00

$[(\$65.00 - \$55.00) * 300 = \$3,000$ payment increase as a result of audited increase in Royal's cost of disposal.

2. Payment will be recalculated for each year beginning January 1, 2019, and January 1 of each renewal term based upon the average of the quarterly surveys of tonnage collected, but shall not be less than 300 tons per month effective as of July 1, 2018. Payment on the tonnage shall be reduced or increased as determined by the calculation of the results of quarterly surveys (to be conducted on a schedule the parties shall mutually establish) with such adjustment being made not later than the second monthly statement following the final survey for the relevant contract year. If the term of the Contract is extended for subsequent years, the tonnage will be adjusted based on the average tonnage collected in the preceding year, effective January 1st of the new term.

For the period July 1, 2018 through December 7, 2018, the City shall pay a special adjusted rate as more particularly calculated in the correspondence set forth in Exhibit "C" annexed.

B. Recyclable Waste Collection

Recyclable volume of 350 tons (per annum) of commingled recyclables and 300 tons (per annum) of mixed paper waste is anticipated. If the volume increases, the City will not be responsible for any increase in collection and removal costs incurred by Royal. The City will pay the actual cost of disposal and shall collect 100% of the revenue, if any, derived for the sale of such recyclable materials. All credits to be paid to (and all costs to be borne by) the City shall be pursuant to a separate and direct account to be established with ReCommunity Recycling.

If there is a change in disposal costs by any other recyclable disposal facility, the City must be notified in writing within two (2) days of the date Royal is notified. Payment, if any, will be based on an audit of Royal's disposal costs.

C. Roll Off Container and Dumpster Lease and Service

Cost based on service and lease of equipment in accordance with the Service and Price Schedule, and includes:

1. Transfer Station

Royal shall provide the charge for the container, hauling and disposal at the prices per the Service and Price Schedule. Any adjustment to these costs will be provided to the City within three (3) days of Royal's notification effective thirty (30) days after an approved adjustment by the New York State Office of General Services. Bulk waste shall include metal, construction and demolition debris, furniture and junk.

Decreases/Increases in collection costs will be calculated as follows: X (disposal price/ton)

X annual disposal costs = adjusted annual cost to city. X = new disposal rate/ton

2. Dumpster Lease

The dumpster lease for Beacon City Hall, Transfer Station, Parks Department, Memorial Park Riverfront Park* and Fire Station #2 shall be based on Service and Price Schedule. These rates will not increase during the life of the contract. These containers shall be serviced under the burnable waste and collection contract.

2.1 Riverfront Park

Collection services for the Riverfront Park shall be in accordance with the Service and Price Schedule, annexed.

3. Waste Water Treatment Facility

The Waste Water Treatment Facility requires two (2) two-cubic yard containers – one (1) for the septage receiving station and one (1) for grit removal.

ARTICLE III

Agreement Summary

The City shall pay Royal for the performance of solid waste management activities and for the provision of solid waste management equipment in accordance with the Service and Price Schedule.

ARTICLE IV

Term of Agreement

The work will be performed under this Contract shall begin as of July 1, 2018 and shall continue for a period of eighteen (18) months terminating on December 31, 2019.

The City of Beacon reserves the right to renew this contract for three (3) additional one-year terms under the same terms and conditions as this contract.

Royal's Bid Proposal Form and accompanying documentation, dated April 30, 2018, are attached and incorporated into this Contract with the intent that they be binding on the parties in accordance with the terms set forth therein.

Tonnage adjustments will be made upon renewal and shall take effect as of January 1, 2019 of the renewal term.

ARTICLE V

A. Entire Agreement

The terms and conditions set out herein are the entire terms and conditions of this Contract and any prior or contemporaneous understandings or Contracts, oral or written, are merged herein. There are no representations or warranties, Contracts, or covenants other than those expressly set forth in this Contract. This Contract may be amended or modified and/or any right or obligation arising under this Contract may be waived from time to time only by a written instrument executed by the City and Royal. The failure of either party at any time to enforce any of the provisions of this Contract shall not constitute a waiver of such provision.

B. Compliance with Law

The parties shall comply with Applicable Laws in performing their respective obligations hereunder.

C. Indemnification

Royal shall, during the performance of this Agreement, take all necessary precautions and place proper safeguards for the prevention of accidents and shall indemnify and save harmless, the City, its employees, officers and agents from any and all liability for damages,

costs, losses, penalties and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party for wrongful death, bodily injury and/or property damage which are caused solely by willfulness, negligence or carelessness in the performance of the Agreement or in guarding and protecting the same or from any improper methods, materials implements or appliances used in its performance or construction, except to the extent such damages, costs, losses, penalties and expenses are the result of any passive or concurrent negligent act or omission by the City or any of its employees, officers or agents.

D. Governing Law and Venue

This Contract and performance under it shall be governed by and construed in accordance with the laws of the State of New York. All claims counterclaims, disputes and other matters in question between the City and Royal, not otherwise resolved, arising out of or relating to this Contract or its breach shall be decided in a court of competent jurisdiction. The City and Royal hereby agree that there shall be no requirement for arbitration of any controversies or disputes hereunder, all such matters to be resolved at law.

E. Severability

If this Contract contains any unlawful provision, the same shall be deemed of no effect and shall, upon the application of either party, be deemed stricken from this Contract without affecting the binding force of the remainder.

F. Assignment or Novation

Royal shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of Royal's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

G. Prevailing Wage Determination

Royal shall ensure that the wages to be paid to laborers, workmen or mechanics shall not be less than the prevailing rate of wages as defined in New York Labor Law §220.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed, and, these presents to be signed by their duly authorized officers the day and year first above written.

APPROVED AS TO FORM: CITY OF BEACON

By: _____
RANDY CASALE, Mayor

By: _____
ANTHONY RUGGIERO, City Administrator

By: _____
NICHOLAS M. WARD-WILLIS, City Attorney

APPROVED AS TO FORM: ROYAL CARTING SERVICE CO.

By: _____
EMIL PANICHI, President

ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF DUTCHESS)

On the ____ day of _____, 2018, before me, the undersigned, Notary Public in and for said State, personally appeared **EMIL PANICHI**, 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 he subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the entity upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A"

SERVICE AND PRICE SCHEDULE

EXHIBIT "A"

SERVICE AND PRICE SCHEDULE

SERVICE SCHEDULE

In addition to the service requirements outlined in the Master Contract, the following requirements shall also apply:

Region 14, Lot 1, Item #1 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: \pm 4,300 parcels - 95 gallon automated refuse collection carts picked up curbside once per week

Region 14, Lot 5, Item #2 Single Stream Recycling: \pm 4,300 parcels - 65 gallon automated refuse collection carts picked up curbside once per week

Region 14, Lot 1, Item #3 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: \pm 60 - 35 gallon litter baskets picked up curbside five times per week

Region 14, Lot 1, Item #4 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: additional 95 gallon automated refuse collection cart picked up curbside once per week

Region 14, Lot 1, Item #5 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yards - 3 cubic yard container (Fire Station–Main Street) picked up twice per week

Region 14, Lot 5, Item #6 Single Stream Recycling: 65 gallon automated refuse collection cart picked up twice per week (Fire Station–Main Street)

Region 14, Lot 1, Item #7 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yards - 3 cubic yard container (City Hall) picked up three times per week

Region 14, Lot 1, Item #8 Disposal of Municipal Solid Waste in Bins Dumpsters or Roll-off Containers: 2 to 10 cubic yards – 4 cubic yard container (soccer club) picked up once per week

Region 14, Lot 1, Item #9 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yards – 2 cubic yard container (Water Treatment Plant) picked up five times per week

Region 14, Lot 1, Item #10 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yards – 4 cubic yard container (Camp) picked up twice per week (seasonal: June – August)

Region 14, Lot 1, Item #11 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yard container – 6 cubic yard container (Fire Station/Legion–South Avenue) picked up once per week

Region 14, Lot 1, Item #12 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yard container – 6 cubic yard container (Transfer Station) picked up once per week

Region 14, Lot 1, Item #13 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 - 95 gallon automated refuse collection carts (City Hall) picked up once per week

Region 14, Lot 1, Item #13.1 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 6 cubic yard container (Memorial Park) picked up twice per week

Region 14, Lot 1, Item #13.2 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yards – 4 cubic yard container (Riverfront Park) picked up twice per week (seasonal: May – September)

Region 14, Lot 1, Item #13.3 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yards – 4 cubic yard container (Riverfront Park) picked up once per week (seasonal: October – April)

Region 14, Lot 5, Item #14 Single Stream Recycling: 8 cubic yard container (Transfer Station) picked up once per week

Region 14, Lot 3, Item #15 Disposable of Construction and Demolition (C&D) Materials: 20 cubic yard roll-off container (Transfer Station) on-call

Region 14, Lot 13, Item #16 Recycling of Scrap Metal: 20 cubic yard roll-off container (Transfer Station) on-call

Region 14, Lot 10, Item #17 Recycling of Corrugated Cardboard: 20 cubic yard roll-off container (Transfer Station) on-call

Region 14, Lot 6, Item #18 Recycling of Comingled Recyclables (E-Waste Only): 15 cubic yard roll-off container (Transfer Station) on-call

Region 14, Lot 1, Item #19 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 33 gallon container on-call

Region 14, Lot 1, Item #20 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 4 cubic yard container (Camp) seasonal (September – May) on-call

PRICE SCHEDULE

Lot 1 – Disposal of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers

Item 1: Bins (1 CY or smaller)

The bidder shall provide the following pricing:

\$ 3.20 price per container per pickup

\$ 13,760 price per pickup for all containers (price per container per pickup x number of containers)

\$ 59,580.80 /month -- weekly curbside trash

Item 2: Bins (1 CY or smaller)

The bidder shall provide the following pricing:

\$ 1.03 price per container per pickup

\$ 4,429 price per pickup for all containers (price per container per pickup x number of containers)

\$ 19,177.57/month -- weekly curbside recycling

Item 3: Bins (1 CY or smaller)

The bidder shall provide the following pricing:

\$ 1.00 price per container per pickup

\$ 60.00 price per pickup for all containers (price per container per pickup x number of containers)

\$ 1,299.00 /month -- weekly City trash/recycling receptacles

Item 4: Bins (1 CY or smaller)

The bidder shall provide the following pricing:

*\$ 4.33 price per container per pickup

\$ 18.75/month

* **Extra 65 gallon container: \$3.68/pickup \$15.95/month**

Extra 35 gallon container: \$2.95/pickup \$12.75/month

Item 5: Dumpsters (2 to 10 CY)

The bidder shall provide the following pricing:

\$ 0 price per container per pickup

Item 7: Dumpsters (2 to 10 CY)

The bidder shall provide the following pricing:

\$ 0 price per container per pickup

Item 8: Dumpsters (2 to 10 CY)

The bidder shall provide the following pricing:

\$ 0 price per container per pickup

Item 9: Dumpsters (2 to 10 CY)

The bidder shall provide the following pricing:

\$ 0 price per container per pickup

Item 10: Dumpsters (2 to 10 CY)

The bidder shall provide the following pricing:

\$ 0 price per container per pickup

Item 11: Dumpsters (2 to 10 CY)

The bidder shall provide the following pricing:
\$ 0 _____ price per container per pickup

Item 12: Dumpsters (2 to 10 CY)

The bidder shall provide the following pricing:
\$ 0 _____ price per container per pickup

Item 13: Bins (1 CY or smaller)

The bidder shall provide the following pricing:
\$ 0 _____ price per container per pickup
\$ 0 _____ price per pickup for all containers (price per container per pickup x number of containers)

Item 13.1: Dumpsters (2 to 10 CY)

The bidder shall provide the following pricing:
\$ 0 _____ price per container per pickup

Item 13.2: Dumpsters (2 to 10 CY)

The bidder shall provide the following pricing:
\$ 0 _____ price per container per pickup

Item 13.3: Dumpsters (2 to 10 CY)

The bidder shall provide the following pricing:
\$ 0 _____ price per container per pickup

Item 19: Bins (1 CY or smaller)

The bidder shall provide the following pricing:
\$ 2.25 _____ price per container per pickup
\$ N/A _____ price per pickup for all containers (price per container per pickup x number of containers)

ADD-A-CAN

Item 20: Dumpsters (2 to 10 CY)

The bidder shall provide the following pricing:
\$ 25.00 _____ price per container per pickup
\$ 0 _____ Rental fee

Lot 3 – Disposal of Construction and Demolition (C&D) Materials

Item 15: Roll-off Containers (20 to 40 CY)

The bidder shall provide the following pricing:
\$ 0 _____ Rental Fee (per month)
\$ 78.00 _____ Tipping Fee (per ton)
\$ 175.00 _____ Haul Charge (per pickup)

Lots 5 – Single Stream Recycling

Item 6: Bins (1 CY or smaller)

The bidder shall provide the following pricing:
\$ 0 _____ price per container per pickup

\$ 0 price per pickup for all containers (price per container per pickup x number of containers)

Item 14: (2 to 10 CY) Dumpsters

The bidder shall provide the following pricing for the service

\$ 0 price per cubic yard of dumpster per pickup

\$ 0 price per for the dumpster (price per cubic yard per pickup x dumpster size in CY)

\$ 0 Recyclable Processing Fee (per ton)

\$ 0 Recyclable Floor Price (per ton)

0 % Revenue Sharing Percentage

Lot 6 – Recycling of Comingled Recyclables (E-Waste Only)

Item 18: Roll-off Containers (15 CY)

The bidder shall provide the following pricing for the service

\$ 0 price per cubic yard of dumpster per pickup

\$ 117.00 price per for the dumpster (price per cubic yard per pickup x dumpster size in CY) (Haulage)

\$ ** Recyclable Processing Fee (per ton)

\$ 0 Recyclable Floor Price (per ton)

0 % Revenue Sharing Percentage

Lot 10 – Recycling of Corrugated Cardboard

Item 17: Roll-off Containers (20 to 40 CY)

The bidder shall provide the following pricing for the service

\$ 0 price per cubic yard of dumpster per pickup

\$ 75.00 price per for the dumpster (price per cubic yard per pickup x dumpster size in CY) (Haulage)

\$ 0 Recyclable Processing Fee (per ton)

\$ 0 Recyclable Floor Price (per ton)

0 % Revenue Sharing Percentage

Lot 13 – Recycling of Scrap Metal

Item 16: Roll-off Containers (20 to 40 CY)

The bidder shall provide the following pricing for the service

\$ 0 price per cubic yard of dumpster per pickup

\$ 50.00 price per for the dumpster (price per cubic yard per pickup x dumpster size in CY) (Haulage)

\$ 0 Recyclable Processing Fee (per ton)

\$ 0 Recyclable Floor Price (per ton)

100 % Revenue Sharing Percentage

**** Residents direct pay processing fee per schedule**

EXHIBIT B

Waste Collection Agreement
Between the City of Beacon and Royal Carting

SOUTH SIDE MAIN STREET

129 Main Street (*Bank Square Coffee House*)
149 Main Street (*Wood & Cotton*)
167 Main Street (*Play*)
Corner of Main Street and Cliff (*Bus Stop*)
201 Main Street (*Beacon Institute*)
213 Main Street (*BJ's Restaurant*)
223 Main Street (*County Building at corner*)
257 Main Street (*Barber Shop*)
285 Main Street (*Dry Cleaners*)
291 Main Street (*Old telephone building*)
303 Main Street (*Hair Dresser*)
307 Main Street (*Howland Library*)
319 Main Street (*formerly Weymes*)
335 Main Street (*Photography Shop*)
341 Main Street (*Pizza & Stuff*)
347 Main Street (*Main Street Cleaners*)
369 Main Street (*Post Office*)
381 Main Street (*Towne Crier Cafe*)
403 Main Street (*Pat Malouf*)
417 Main Street (*Memorial Building*)
445 Main Street (*Beacon Creamery*)
469 Main Street (*Seoul Kitchen*)
477 Main Street (*Howland Cultural Center*)
Main Street – (*bench across from South Street*)

NORTH SIDE MAIN STREET

144 Main Street (*Mountain Tops*)
172 Main Street (*Riverwinds*)
190 Main Street (*Sign of the Times*)
200 Main Street (*M & T Bank*)
200 Main Street (*by clock*)
240 Main Street (*Izamu*)
268 Main Street (*Key Food*)
276 Main Street (*Amarcord*)
294 Main Street (*Subway*)
300 Main Street (*Duso Travel*)
320 Main Street (*Rite Aid*)
338 Main Street (*near Antalek Insurance*)
348 Main Street (*Beacon Natural Market*)
364 Main Street (*Citizens Bank*)
378 Main Street (*Walden's Building*)
392 Main Street (*Kennedy Chicken*)
412 Main Street (*by tree planter*)
436 Main Street (*Ella's Bellas*)
466 Main Street (*Beacon Bagel*)
468 Main Street (*Echo*)
480 Main Street (*Utensil Store*)
498 Main Street (*corner of South Street*)
504 Main Street (*corner of South Street*)
530 Main Street (*Feng Shui*)

WOLCOTT AVENUE

Wolcott Avenue at Harborview Court
(*bus stop across from Hudson Avenue*)
North Avenue at Main (*Robert Pohill Park*)

EAST MAIN STREET

25 East Main Street (*L. Way Building*)
28 East Main Street (*side of Durkin's Deli*)
20 East Main Street (*McMillan Building*)

MUNICIPAL PARKING LOTS

Veteran's Place – 1 can
Tioronda Bridge Park at Wolcott Avenue – 1 can
206 Main (*near Pleasant Ridge Restaurant*) – 1 can

DRAFT

EXHIBIT "C"

May 24, 2018

Anthony Ruggiero, City Administrator
City of Beacon
1 Municipal Center
Beacon, New York 12508

**Re: December Trash and Recycling Weight Survey
2017 Rate Adjustment**

Dear Mr. Ruggiero:

Survey Results:

Enclosed are summaries of the 2017 trash and recycling surveys for City of Beacon materials collected as follows:

2017 Summary Results:

<u>SURVEY FOR WEEK OF</u>	<u>TRASH (tons)</u>	<u>RECYCLABLES (tons)</u>
December 11, 2017	55.50	-----
December 4, 2017	-----	23.51
September 18, 2017	72.53 ¹	-----

¹Monday and Tuesday of this week was not surveyed due to City personnel shortage. The actual tonage collected over the 3 day survey period was 43.52. Adjusting for a 5 day week resulted in estimated survey tonage of 72.53 determined as follows: $43.52 \text{ tons} \div 3 \times 5 = 72.53$ tons.

September 25, 2017	-----	19.37
June 12, 2017	71.08	-----

June 19, 2017	-----	21.63
April 3, 2017	66.89	-----
April 10, 2017	-----	21.26

Analysis - Trash:

As you know, the City was not increased in 2018, even though the holdover terms of its Agreement with Royal would have permitted such an increase. Given the City's current 2018 budget constraints, Royal proposes to use the 2014 base rate to compete its increase from July 1, 2018 through December 31, 2018. The 2018 base rate will be applied effective January 1, 2019 for rate adjustments (up or down) based on prior year surveys, it being understood that the 2019 rate will be based on 3 (not 4) quarterly surveys. The initial 2018 survey will be conducted during the week of June 10, 2018 for trash and the week of June 17, 2018 for recycling. The fall and winter surveys will be set at a later time.

Based on the forgoing and in accordance with Section II A.2. of the Waste Collection Agreement Between City of Beacon and Royal Carting (the "Agreement"), the 2018 Burnable Waste payment (provided for in Article III) should have been adjusted based on the 2017 survey results.

The annual estimated average trash disposal to be applied for 2017 is computed as follows:

$$(55.50 + 72.53 + 71.08 + 66.89) \div 4 \times 52 = 3,458 \text{ Tons}$$

Burnable Waste Collection and Disposal:

2014 Base Monthly Payment² \$57,863.21

Less: 2017 Weight Survey Result computed as follows:

2014 Agreement budget base of 300 tons per month X 12 =	3,600.00	Annual Tons ³
Less 2017 average survey tonnage	<u>< 3,458>Tons</u>	
Difference	142 Tons	
Times Disposal Rate (per ton)	<u>X 73.75</u>	
2016 Annual Survey Rate Reduction	\$10,472.50	
Divided by 12 to determine monthly rate adjustment	<u>÷ 12</u>	
Monthly Adjustment Amount	872.71	<u><872.71></u>
Tentative 2018 Adjusted Monthly Burnable Waste Fee ⁴		\$56,990.50

Therefore, beginning July 1, 2018, through December 31, 2018 the adjusted monthly rate for curbside trash pick up will be 56,990.50⁵.

²Article III

³Article II 2

⁴ Effective July 1, 2018.

⁵ Per the bid, the recyclables collection fee remains unchanged for 2018.

Please feel free to communicate with me if you have any questions or comments.

Very truly yours,

James P. Constantino
General Counsel

JPC/cr
Enclosures

cc: Randy Casale, Mayor
Reuben Simmons, Jr., Highway Supt.
Nicholas M. Ward-Willis, Esq.
Emil Panichi, President
Betty Guarino, Accounts Supervisor

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