
INTERGOVERNMENTAL SOLID WASTE
COLLECTION AND DISPOSAL AGREEMENT

Between

ROCKLAND GREEN

and

THE VILLAGE OF POMONA

Dated as of , 2023

Article I. DEFINITIONS AND INTERPRETATION	2
Section 1.1 Definitions.	2
Section 1.2 Interpretation.	10
Article II. REPRESENTATIONS AND WARRANTIES	12
Section 2.1 Representations and Warranties of Rockland Green.	12
Section 2.2 Representations and Warranties of the Municipality.	13
Article III. MUNICIPALITY OBLIGATIONS	16
Section 3.1 Service Authorization.	16
Section 3.2 No Municipality Interference	16
Section 3.3 Municipality Services.	16
Section 3.4 Municipality Assistance	16
Article IV. ROCKLAND GREEN SERVICE OBLIGATIONS	18
Section 4.1 Service Covenant.	18
Section 4.2 Compliance with Service Covenant Not Excused for any Reason.	18
Section 4.3 Disposal and Processing Facilities.	18
Section 4.4 No Service Charge to Municipalities.	19
Section 4.5 User Fees.	19
Section 4.6 Hazardous Waste and Regulated Medical Waste.	20
Section 4.7 Additional Services.	21
Section 4.8 Semi-Annual Service Meetings.	22
Article V. BREACH, ENFORCEMENT AND TERMINATION	23
Section 5.1 Breach.	23
Section 5.2 Termination.	23
Section 5.3 Waiver	25
Article VI. MISCELLANEOUS	26

Section 6.1	Term of Agreement.	26
Section 6.2	Recovered Materials Revenues.	26
Section 6.3	Amendments.	26
Section 6.4	Notice of Litigation.	27
Section 6.5	Further Assurances.	27
Section 6.6	Assignability.	27
Section 6.7	Indemnification.	27
Section 6.8	Uncontrollable Circumstances.	28
Section 6.9	Binding Effect.	28
Section 6.10	Forum For Dispute Resolution.	29
Section 6.11	Notices.	29

APPENDICES

APPENDIX A – LITIGATION

APPENDIX B – SERVICE AGREEMENT

APPENDIX C – MUNICIPAL PROPERTIES

APPENDIX D – ROCKLAND COUNTY MANDATORY COUNTYWIDE RECYCLING
PROGRAM

APPENDIX E – APPROVING RESOLUTIONS OF ROCKLAND GREEN AND THE
MUNICIPALITY

THIS INTERGOVERNMENTAL SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT is made and dated as of 2023 between the Rockland County Solid Waste Management Authority d/b/a Rockland Green (hereinafter “Rockland Green”), a body corporate and politic constituting a public benefit corporation of the State of New York, and the Village of Pomona (the “Municipality”).

RECITALS

WHEREAS, the Municipality requested that Rockland Green provide collection, transportation and disposal services for garbage, bulky items, bulky scrap metals, leaves, grass clippings and brush collected from designated dwellings located within the Municipality; and

WHEREAS, the Municipality requested that Rockland Green provide collection, transportation, processing and marketing services for recyclable materials collected from designated dwellings located within the Municipality; and

WHEREAS, a resolution authorizing the execution and delivery of this Agreement was duly adopted by the Municipality on, 2023; and

WHEREAS, a resolution authorizing the execution and delivery of this Agreement was duly adopted by Rockland Green on , 2023; and

WHEREAS, the parties have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to effectuate the purpose of this Agreement, and

WHEREAS, the parties are entering into this Agreement pursuant to their respective lawful authorities;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties do hereby promise and agree as follows:

ARTICLE I.
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

“Additional Collection Services” has the meaning set forth in Section 4.7 hereof.

“Agreement” means this Intergovernmental Solid Waste Collection and Disposal Agreement between Rockland Green and the Municipality as the same may be amended or modified from time to time in accordance herewith.

“Applicable Law” means any law, rule, codes, standards, regulation, requirement, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or legal entitlement issued, or deemed to be issued by, professional or industry organization or society, or any Governmental Body having jurisdiction, applicable from time to time to any activities associated with the collection, transportation and disposal of Solid Waste, including the procurement thereof; the Disposal Facility; or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of minimum wages, and the payment of prevailing wages under Articles 8 and 9 of the New York Labor Law, as amended). Applicable Law shall include the County’s Flow Control Law, Chapter 350 of the Laws of Rockland County.

“Bonds” means any bonds, notes, certificates or other evidences of indebtedness incurred by Rockland Green.

“Brush” means wood material from trees and shrubs.

“Bulky Items” means small household appliances and housewares (microwaves, toasters, irons, pots and pans), (painted, laminated and treated wood, including lumber, plywood and

furniture), furniture (wooden and upholstered), mattresses, textiles, plate glass and ceramics, bulky plastics and film plastics (spackle buckets, swimming pool chemical buckets, tarps and plant flats, displays, trays), packing materials (peanuts and bubble sheets), trash, insulation, office equipment and small machinery. If any Bulky Item consists of multiple parts, pieces or components, such item shall be considered a single Bulky Item. “Bulky Items” shall not include Bulky Scrap Metals, Construction and Demolition Debris, Grass Clippings, Leaves or Brush.

“Bulky Scrap Metals” means white goods (stoves, refrigerators, washing machines, dishwashers and hot water heaters), outdoor metal furniture, recognizable, uncontaminated metal vehicle parts, metal pipes, bed frames, metal sheds and other large metal objects.

“Commingled Containers” means glass containers/bottles regardless of color, aluminum cans, tin and bi-metallic containers and cans, mixed rigid plastics, high density polyethylene (HDPE) plastic containers, polyethylene, terephthalate (PET), aluminum foil/pie plates, milk cartons and drink boxes (gable-top and aseptic packaging), and other containers so designated by Rockland Green.

“Commingled Paper” means newspaper, corrugated cardboard, magazines, white and colored ledger (office paper), computer printout paper, telephone and paperback books, junk mail, kraft paper (brown grocery bags), and other paper so designated by Rockland Green.

“Construction and Demolition Debris” means wastes which are generated as a result of construction, remodeling or demolition activities and includes but are not limited to, dirt, tree stumps, tree trunks, rock, brick, concrete, asphalt, drywall, roofing materials and lumber as further defined by the DEC. (The above notwithstanding, as determined by the parties from time to time, on a limited basis certain materials generated from minor home repair projects performed on a do-

it-yourself basis by residents are deemed not to constitute Construction and Demolition Debris for purposes of this Agreement, provided (i) such materials do not exceed five (5) feet in length, (ii) such materials are set out in quantities no greater than 50 pounds bundles, and (iii) that no more than two bundles are set out per collection event.

“Contract Date” means the date of delivery of this Agreement as executed by the parties hereto.

“Contractor” means the legal entity with which Rockland Green has entered into an agreement to provide Rockland Green’s Service Covenant obligations hereunder and its permitted successors and assigns.

“Contract Year” means the calendar year commencing on January 1 in any year and ending on December 31 of that year. Any computation made on the basis of a Contract Year shall be adjusted on a pro rata basis to take into account any Contract Year of less than 365/366 days.

“County” means Rockland County, New York.

“DEC” means the Department of Environmental Conservation of the State of New York.

“Designated Disposal Facility” or “Designated Disposal Facilities” means the Transfer Station, the MRF, the RPF, the Yard Waste Composting Facility, and/or the Leaf Composting Facility.

“Designated Dwellings” means (a) those residentially used and mixed use properties located within the Municipality, which include (i) single family dwellings (tax designation code 210), and (ii) two family dwellings (tax designation code 220), (iii) certain residential–multi-purpose/multi-structure (tax designation code 280), and (c) such other residential properties and mixed use properties located within the Municipality as are now or as may hereafter be designated by the Municipality to receive the services of Rockland Green provided for in this Agreement.

“Designated Hauler” means any person authorized by Rockland Green to haul Garbage, Bulky Items, Bulky Scrap Metals, Leaves, Grass Clippings, Brush or Recyclable Materials for disposal, processing or marketing, as applicable, pursuant to this Agreement.

“Disposal Facility” as used herein, means either a sanitary landfill or other solid waste disposal or management facility, which, as applicable, (1) is operated in accordance with good engineering practice, (2) is constructed of a double liner or, with Rockland Green’s consent, a single composite liner, (3) is located in the United States, (4) is not, without the consent of Rockland Green given in its absolute discretion, located in Rockland County, (5) does not appear on any federal or State list of sites, such as, but not limited to, the National Priority List or the CERCLIS list under CERCLA, maintained for the purpose of designating landfills which are reasonably expected to require remediation on account of the release or threat of release of Hazardous Wastes, (6) is being operated at the time of disposal or delivery in accordance with Applicable Law, including all required regulatory permits, as evidenced by the absence of any regulatory sanctions or any significant enforcement actions with respect to material environmental matters, (7) has committed by agreement or obligation of the owner or operator to receive Solid Waste originating in the Municipality, and (8) is not under any executive or judicial order barring receipt of Solid Waste from any region which includes the Municipality. No waste-to-energy facility shall qualify as a Disposal Facility unless the site at which the ash residue therefrom is disposed also qualifies as a Disposal Facility hereunder.

“E-Waste” means waste having electronic components, including computer equipment, printers, ink cartridges, scanners, fax, copy and answering machines, televisions, radios, tape decks, compact disk players, VCRs, DVD players, telephones, cell phones, and pagers, and any other items further defined under the NYSDEC Part 360 regulations.

“Garbage” means combustible and non-combustible and putrescible and non-putrescible waste materials, resulting from handling, preparation, cooking, serving or consumption of food and other non-recyclable household waste products, as well as residue from the burning of coal or wood, generated at Designated Dwellings. For the purposes of this Agreement, “Garbage” shall not include Bulky Items, Bulky Scrap Metals, Recyclable Materials, Yard Waste, Construction and Demolition Debris, Hazardous Waste, or Regulated Medical Waste.

“Governmental Body” means any federal, State, County, municipal or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.

“Grass Clippings” means the cuttings from lawns.

“Hazardous Waste” means (a) any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time, including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 C.F.R. Parts 260-281; (2) the Toxic Substance Control Act (15 U.S.C. Section 2601 et seq.) and the regulations contained in 40 C.F.R. Parts 761-766; and (3) future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; and (b) Radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 C.F.R. Part 40, except that Hazardous Waste does not include Qualified Household Hazardous Waste.

“Initial Term” has the meaning set forth in Section 6.1 hereof.

“Leaf Composting Facility” means, as applicable, the leaf composting facility owned by Rockland Green, located at 50 Baler Boulevard in Hillburn, New York, where Leaves are accepted and processed.

“Leaves” means the foliage of trees, brushes and shrubs.

“Materials Recovery Facility” or “MRF” means the Materials Recovery Facility owned by Rockland Green, located at 420 Torne Valley Road, Hillburn, New York, or such other facility designated by Rockland Green, where Recyclable Materials will be received and processed.

“Municipality” means the Village of Chestnut Ridge New York.

“Qualified Household Hazardous Waste means waste materials having hazardous characteristics which are contained within Solid Waste and which are exempt from special handling or disposal requirements under Applicable Law. "Qualified Household Hazardous Waste" shall not constitute Hazardous Waste.

“Recovered Materials” means materials that are recovered for re-use or recycling from Recyclable Materials.

“Recyclable Materials” means all recyclable items required to be source separated and set-out for collection by all persons, except contractors, including Commingled Containers and Commingled Paper, as defined in the Rockland County Mandatory Countywide Recycling Program attached here to as Appendix D.

“Recyclables Preprocessing Facility” or “RPF” means Rockland Green’s recyclables preprocessing facility located within the Transfer Station.

“Regulated Medical Waste” means any medical waste that is a solid waste, as defined in subdivision 360-1.2(A) of NYCRR Part 360, generated in the diagnosis, treatment (e.g. provision of medical services), or immunization of human beings or animals, in research pertaining thereto,

or in the production or testing of biological, that is not excluded or exempted under subparagraph 360-17.2(h)(2) of NYCRR Part 360-17.2, and as further defined therein.

“Renewal Term” has the meaning set forth in Section 6.1 hereof.

“Rockland Green” means the Rockland County Solid Waste Management Authority d/b/a Rockland Green or its designee.

“Service Agreement” means the Rockland County Solid Waste Management Authority d/b/a Rockland Green Solid Waste Collection, Transportation, and Disposal Agreement for the Village of Pomona, New York, as supplemented, and amended.

“Service Covenant” has the meaning set forth in Section 4.1 hereof.

“Service Date” means the date Rockland Green will provide service hereunder, as agreed to by the parties.

“Solid Waste” means materials set out for collection and disposal/processing, including Bulky Items, Bulky Scrap Metals, Garbage, Recyclable Materials, Brush, Leaves and Grass Clippings. “Solid Waste” specifically excludes sewage sludge, Construction and Demolition Debris, E-Waste, Hazardous Waste, Regulated Medical Waste and any other material designated by Rockland Green.

“State” means the State of New York.

“Street” means any type of public way accessible to vehicular traffic including without limitation lanes, roads, avenues, streets and highways.

“Term” has the meaning set forth in Section 6.1 hereof.

“Transfer Station” means Rockland Green’s municipal solid waste transfer station located at 50 Baler Boulevard, Hillburn, New York, or other publicly owned facility designated

by Rockland Green, where Garbage, Bulky Items and Bulky Scrap Metals will be received, processed and transported off-site to a Disposal Facility.

“Uncontrollable Circumstances” means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing (including a change in Applicable Law) and which materially and adversely affects the ability of either party to perform any obligation hereunder, if such act, event or condition is beyond the reasonable control by and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required by such party under this Agreement, except that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or inaction or a lack of reasonable diligence of either party.

“User” means a natural person, partnership, association, joint venture, corporation or governmental entity that is provided the use of the facilities or services or commodities provided by Rockland Green, including the availability of any of the foregoing from Rockland Green.

“Wood Mulch Processing Facility” means Rockland Green’s wood mulching facility located at Route 303, West Nyack New York that is permitted to accept Brush, logs, and seasonal mixed yard waste.

“Yard Waste” means all Leaves, Grass Clippings and Brush generated at the Designated Dwellings.

“Yard Waste Composting Facility” means Rockland Green’s yard waste composting facility located at Route 303, West Nyack, New York, where Leaves and Grass Clippings will be received and composted.

Section 1.2 Interpretation. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and, except as expressly provided otherwise herein, nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of New York.

(H) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction or administrative agency, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

(I) Defined Terms. The definitions set forth or referred to in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals hereto.

ARTICLE II.
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of Rockland Green. Rockland Green represents and warrants that:

(A) Existence and Powers. Rockland Green is a body corporate and politic constituting a public benefit corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. Rockland Green has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Rockland Green and constitutes a legal, valid and binding obligation of Rockland Green, enforceable against Rockland Green 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. Neither the execution nor the delivery by Rockland Green of this Agreement nor the performance by Rockland Green of its obligations hereunder nor the consummation by Rockland Green of the transaction contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Rockland Green, or (2) conflicts with, violates or results in a breach of any term or conditions of any judgment, decree, agreement or instrument to which Rockland Green is a party or by which Rockland Green or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority, or any approval of voters by

referendum or otherwise, is required for the valid execution, delivery and performance by Rockland Green of this Agreement, except such as have been fully obtained or made.

(E) No Litigation. Except as described in Appendix A hereto, there is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority pending or, to Rockland Green's best knowledge, threatened against Rockland Green which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Rockland Green in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by Rockland Green of its obligations hereunder or under any such other agreement or instrument.

(F) No Legal Prohibition. Rockland Green has no knowledge of any Applicable Law in effect on the date of which this representation is being made which would prohibit the performance by Rockland Green of this Agreement and the transactions contemplated hereby.

Section 2.2 Representations and Warranties of the Municipality. The Municipality represents and warrants that:

(A) Existence and Powers. The Municipality is a political subdivision of the State of New York validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Municipality has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the Municipality and constitutes a legal, valid and binding obligation of the Municipality, enforceable against the Municipality in accordance with its terms except insofar

as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

Ⓒ No Conflict. Neither the execution nor the delivery by the Municipality of this Agreement, nor the performance by the Municipality of its obligations hereunder, nor the consummation by the Municipality of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Municipality, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the Municipality is a party or by which the Municipality or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

Ⓓ No Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority, or any approval of voters by referendum or otherwise, is required for the valid execution, delivery and performance by the Municipality of this Agreement, except such as been duly obtained or made.

Ⓔ No Litigation. Except as described in Appendix A hereto, there is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority pending or, to the municipality best knowledge, threatened against the Municipality which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the Municipality in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Municipality of its obligations hereunder or under any such other agreement or instrument.

(f) No Legal Prohibition. The Municipality 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 Municipality of this Agreement and the transactions contemplated hereby.

ARTICLE III.
MUNICIPALITY OBLIGATIONS

Section 3.1 Service Authorization.

(A) Garbage, Bulky Items, Bulky Scrap Metals, Leaves, Grass Clippings and Brush. The Municipality hereby agrees that Rockland Green shall provide or cause the provision of Garbage, Bulky Items, Bulky Scrap Metals, Leaves, Grass Clippings and Brush collection, transportation and disposal services for the benefit of all Designated Dwellings located within the jurisdictional boundaries of the Municipality, as set forth in Section 4.1 hereof.

(B) Recyclable Materials. The Municipality hereby agrees that Rockland Green shall provide or cause the provision of Recyclable Materials collection, transportation and processing services and Recovered Materials marketing services for the benefit of all Designated Dwellings located with the jurisdiction.

Section 3.2 No Municipality Interference. The Municipality agrees that it shall not interfere with Rockland Green's providing of the services set forth in Section 4.1 hereof. In addition, the Municipality agrees not to unreasonably restrict the use of its Streets by a Designated Hauler or the Contractor using such Streets for any purpose related to the terms of this Agreement.

Section 3.3 Municipality Services. Notwithstanding the services Rockland Green shall provide to the Municipality as set forth in Section 4.1 hereof, the Municipality shall remain responsible for providing the collection, transportation and disposal of tires.

Section 3.4 Municipality Assistance. The Municipality shall cooperate with Rockland Green and shall assist Rockland Green as is reasonably necessary for Rockland Green to implement the services set forth in Section 4.1 hereof, including the enforcement of the requirements that residents shall follow when setting out materials for collection, as described in the Service Agreement between Rockland Green and the Contractor. In addition, the Municipality shall

cooperate with Rockland Green and assist Rockland Green in the enforcement of the County's Flow Control Law, Chapter 350 of the Laws of Rockland County.

ARTICLE IV.
ROCKLAND GREEN SERVICE OBLIGATIONS

Section 4.1 Service Covenant. Commencing on the Service Date, Rockland Green shall provide or cause the provision of the collecting, transporting and disposing of all Garbage, Bulky Items, Bulky Scrap Metals, Leaves, Grass Clipping and Brush generated at Designated Dwellings which are set out for collection, as such services are set forth in the Service Agreement, attached hereto as Appendix B, including the Additional Collection Services set forth therein. Commencing on the Service Date, Rockland Green shall provide or cause the provision of the collecting, transporting and processing of all Recyclable Materials generated at Designated Dwellings which are set out for collection, as such services are set forth in the Service Agreement, including the Additional Collection Services set forth therein. Rockland Green shall do and perform all acts and things which may be necessary or desirable in connection with its covenants in this Section, including without limitation all planning, development, permitting, administration, implementation, construction, operation, maintenance, management and contract work related thereto or undertaken in connection therewith. The obligations of Rockland Green under this Section constitute the “Service Covenant” hereunder.

Section 4.2 Compliance with Service Covenant Not Excused for any Reason. The obligation of Rockland Green to duly observe and comply with the Service Covenant shall apply continuously and without interruption for the Term of this Agreement. In the event that any Uncontrollable Circumstance impairs or precludes compliance with any such covenant by the means or methods then being employed by Rockland Green, Rockland Green shall implement and pay for alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant.

Section 4.3 Disposal and Processing Facilities.

(A) Garbage and Bulky Items. Garbage and Bulky Items shall be delivered to and disposed of at the Transfer Station.

(B) Bulky Scrap Metals. Bulky Scrap Metals shall be delivered to and processed at the Transfer Station.

(C) Leaves and Grass Clippings. Leaves and Grass Clippings shall be delivered to and processed at the Yard Waste Composting Facility and/or the Leaf Composting Facility, at the discretion of Rockland Green.

(D) Brush. Brush shall be delivered to and processed at the Wood Mulch Processing Facility.

(E) Disposal Facility. Any facility wherein Garbage, Bulky Items, Bulky Scrap Metals, Recyclable Materials, Leaves, Grass Clippings, Brush or any components thereof, is disposed of shall be lawfully authorized to accept such material and shall be operated in accordance with Applicable Law.

(F) Selection of Facilities. Notwithstanding any provision to the contrary set forth in this Section, Rockland Green shall have the right, in its sole discretion, to select the facilities to be used to dispose of or process, as applicable, Garbage, Bulky Items, Bulky Scrap Metals, Recyclable Materials, Leaves, Grass Clippings and Brush.

Section 4.4 No Service Charge to Municipalities. Except as set forth in Section 4.5 hereof, services provided by Rockland Green pursuant to the Service Covenant shall be provided free of charge to the Municipality.

Section 4.5 User Fees. The Municipality acknowledges that, except as set forth below, Rockland Green intends to pay the costs of meeting the Service Covenant through the imposition of User fees under its statutory power on the Users who are located within the jurisdiction of the

Municipality, and the Municipality shall cooperate with Rockland Green in Rockland Green's billing efforts. The Municipality acknowledges that the costs of meeting the Service Covenant which include the costs and expenses related to such services being provided by Contractors, including any costs relating to the Contractor providing Additional Collection Services set forth herein. The User fee shall also include a Rockland Green Service Covenant administrative fee which may also include the costs and expenses incurred by Rockland Green in the procurement of such Contractors. Such Rockland Green Service Covenant administrative fee shall be an amount equal to five percent (5%) of the total costs and expenses paid by Rockland Green to the Contractor in any Contract Year for performing the Service Covenant.

Section 4.6 Hazardous Waste and Regulated Medical Waste.

(A) Rockland Green Refusal Rights. Rockland Green shall provide the services set forth in Section 4.1 hereof in each Contract Year in accordance with and subject to the limitations of this Agreement; provided, however, that Rockland Green may, in its sole discretion, refuse to collect, transport or dispose of any waste or materials that contain Hazardous Waste or Regulated Medical Waste in any quantities.

(B) Cooperation. Neither the Municipality nor Rockland Green shall countenance or knowingly permit the collection, transportation or disposal of Hazardous Waste. Rockland Green and the Municipality shall diligently cooperate in establishing all Applicable Laws, protocols and administrative procedures prohibiting the collection, transportation or disposal of Hazardous Waste and Regulated Medical Waste.

(C) Testing. Rockland Green shall conduct any and all tests necessary to identify Hazardous Waste or Regulated Medical Waste in the waste and materials collected,

transported or disposed of and such costs as may be incurred in conducting such tests shall be borne by the Users who are located within the jurisdictional limits of the Municipality.

(D) Disposal Responsibility and Costs. If Hazardous Waste or Regulated Medical Waste is collected, Rockland Green will cause such materials to be disposed of at a lawfully authorized disposal facility, as applicable, with the Users who are located within the jurisdictional limits of the Municipality bearing the cost of such disposal. Payment of any fines assessed upon Rockland Green by the DEC or any other governmental body or the payment of any damages due by Rockland Green relating from any administrative or judicial proceeding on account of the collection, transportation or disposal of Hazardous Waste or Regulated Medical Waste shall be imposed upon the Users located within the jurisdictional limits of the Municipality. Notwithstanding the foregoing and to the extent allowable under Applicable Law, Rockland Green may allow the disposal of such Hazardous Waste at Rockland Green's household hazardous waste disposal facility.

Section 4.7 Additional Services. The Contractor shall provide additional collection services ("Additional Collection Services") to the municipal property(ies) set forth in Appendix C hereto, at its sole cost and expense, and such property(ies) shall not be charged by Rockland Green or the Contractor for such collection services. As set forth in the Service Agreement, the collection services provided to the property(ies) identified in Appendix C hereto, at no cost to such properties, shall consist of the collection services set forth in Appendix B hereto. If the collection service provided to any such municipal property(ies) exceeds that which is to be provided by the Contractor in accordance with Appendix B hereto, the Municipality shall be responsible for paying to Rockland Green the cost associated with the collection, transportation and disposal of such Additional Collection Services.

Section 4.8 Semi-Annual Service Meetings. Rockland Green and the Municipality shall meet during the months of January and July of each Contract Year to review the services provided by Rockland Green to the Municipality pursuant to the terms of this Agreement, and to consult as to recommendations that may be implemented to improve such services. Notwithstanding the foregoing, no such recommendation relating to the services provided by Rockland Green to the Municipality pursuant to the terms of this Agreement may be implemented without the approval of Rockland Green, which approval may be withheld in Rockland Green's sole discretion.

ARTICLE V.
BREACH, ENFORCEMENT AND TERMINATION

Section 5.1 Breach. If the Municipality breaches any obligation under this Agreement or any representation made by it hereunder is untrue in any material respect, Rockland Green shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. If Rockland Green breaches any obligation under this Agreement or any representation made by it hereunder is untrue in any material respect, the Municipality shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Neither party shall have the right to terminate this Agreement except as provided in Section 5.2 hereof.

Section 5.2 Termination.

(A) By Rockland Green. Rockland Green shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the Municipality substantially to perform any material obligation under this Agreement (including collection and delivery obligations) unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give Rockland Green the right to terminate this Agreement for cause under this subsection unless:

(1) Rockland Green has given prior written notice to the Municipality stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Municipality and which will, in its

opinion, give Rockland Green the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The Municipality has neither challenged in an appropriate forum Rockland Green's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time but not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the Municipality shall have diligently taken steps to correct such breach within a reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the Municipality is continuing to take such steps to correct such breach).

(B) By Municipality. The Municipality shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by Rockland Green substantially to perform any material obligation under this Agreement (including the provision of disposal services) unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the Municipality the right to terminate this Agreement for cause under this subsection unless:

(1) The Municipality has given prior written notice to Rockland Green stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of Rockland Green and which will, in its opinion, give the Municipality the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) Rockland Green has neither challenged in an appropriate forum the Municipality's conclusion that such failure or refusal to perform has occurred or constitutes

a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time but not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if Rockland Green shall have diligently taken steps to correct such breach within a reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as Rockland Green is continuing to take such steps to correct such breach).

Section 5.3 Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.

ARTICLE VI.
MISCELLANEOUS

Section 6.1 Term of Agreement.

(A) Initial Term. This Agreement shall be in full force and effect and be legally binding upon Rockland Green and the Municipality from the date of the execution and delivery hereof, and shall continue in full force and effect until _____ the (the “Initial Term”) or, if renewed as provided in subsection 6.1(B) hereof, until the last day of the renewal term (the “Renewal Term”; the Initial Term and the Renewal Term, if any, being referred to as the “Term”), unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such earlier termination.

(B) Renewal Term. If, on or before the 180th day preceding the last day of the Initial Term or any Renewal Term hereof, neither Rockland Green nor the Municipality has given the other party its written notice of its election to not renew this Agreement, this Agreement shall renew for an additional five (5) year Renewal Term, on the same terms and conditions as are applicable during the Initial Term hereof, subject to any agreed upon modifications made to the services provided by Rockland Green as set forth in Section 4.1 hereof and Appendix B hereto on account of Rockland Green entering into an agreement with a Contractor to provide such services to the Municipality.

Section 6.2 Recovered Materials Revenues. During the Term of this Agreement, the Municipality shall not be entitled to any revenues obtained from the marketing or sale of Recovered Materials, except for any rebates approved by the Rockland Green Board.

Section 6.3 Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly executed by both parties.

Section 6.4 Notice of Litigation. Each party shall deliver written notice to the other of any litigation or similar proceeding to which it is a party and which questions the validity or enforceability of this Agreement or any other contract or agreement executed by Rockland Green or the Municipality or any regulatory or license, permit or approval issued in connection herewith.

Section 6.5 Further Assurances. At any and all times Rockland Green and the Municipality so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

Section 6.6 Assignability. Except as expressly provided in this Section, no party to this Agreement may assign or encumber any interest herein to any person without the consent of the other party hereto, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective successors or assigns of each party hereto. The parties hereto retain the right to reorganize and to have any other body corporate and politic or political subdivision of the State succeed to the rights, privileges, powers, immunities, liabilities, disabilities, functions and duties of either party hereto, as may be authorized by law, in the absence of any prejudicial impairment of any obligation of contract hereby imposed. Rockland Green may assign its rights hereunder to any fiduciary as security to the extent required in connection with the issuance of Bonds.

Section 6.7 Indemnification.

(A) By Rockland Green. Rockland Green agrees that it will protect, indemnify and hold harmless the Municipality and its respective officers, employees, agents, representatives, contractors and subcontractors from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and will defend

such parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or fault of Rockland Green or any of its officers, members, employees, agents, representatives, contractors or subcontractors in connection with its obligations or rights under this Agreement, or (2) the performance or non-performance of Rockland Green's obligations under this Agreement.

(B) By Municipality The Municipality agrees that it will protect, indemnify and hold harmless Rockland Green and its respective officers, employees, agents, representatives, contractors and subcontractors from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or fault of the Municipality or any of its officers, members, employees, agents, representatives, contractors or subcontractors in connection with its obligations or rights under this Agreement, or (2) the performance or non-performance of the Municipality's obligations under this Agreement.

Section 6.8 Uncontrollable Circumstances. Except as otherwise provided herein with respect to the Service Covenant, neither party shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement to the extent due to the occurrence of an Uncontrollable Circumstance. The party experiencing an Uncontrollable Circumstance shall give prompt written notice to the other, and use all reasonable efforts to eliminate the cause thereof, reduce costs and resume performance hereunder.

Section 6.9 Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 6.8 hereof.

Section 6.10 Forum For Dispute Resolution. The sole and exclusive forum for the determination of any question of law or a fact to be determined in any judicial proceeding relating to this Agreement. shall be the Supreme Court of the State of New York sitting in Rockland County, New York. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to the Facility or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in such Court.

Section 6.11 Notices. Any notice or communication, required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, as follows:

If to Rockland Green: Gerard M. Damiani, Jr., Executive Director
Rockland County Solid Waste Management Authority
d/b/a Rockland Green
172 Main Street
Nanuet, New York 10954
jdamiani@rocklandgreen.com

and/or

Izzy Eisenbach, Dir. of Constituent Services
Rockland County Solid Waste Management Authority
d/b/a Rockland Green
172 Main Street
Nanuet, New York 10954
yeisenbach@rocklandgreen.com

If to the Municipality: Ilan Fuchs., Mayor
Village of Pomona,
100 Ladentown Road
Pomona, NY 10918

AND
Village Attorney c/o Village Clerk

100 Ladentown Road
Pomona, NY 10918

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their
duly authorized officers or representatives as of the day and year first above written.

ROCKLAND COUNTY SOLID WASTE
MANAGEMENT AUTHORITY
d/b/a ROCKLAND GREEN

By: _____
Printed Name: Gerard M. Damiani, Jr.
Title: Executive Director

VILLAGE OF POMONA

By: _____
Printed Name: Ilan Fuchs
Title: Mayor

APPENDIX A
LITIGATION

ROCKLAND GREEN LITIGATION

None applicable

MUNICIPALITY LITIGATION

APPENDIX B
SERVICE AGREEMENT

A TRUE AND COMPLETE COPY OF SERVICE AGREEMENT
SHALL BE PROVIDED TO THE MUNICIPALITY BY ROCKLAND GREEN
UPON SUCH CONTRACT BEING DULY EXECUTED
BY ROCKLAND GREEN AND THE CONTRACTOR.

APPENDIX C

MUNICIPAL PROPERTIES

The following are additional services to be provided by the Contractor pursuant to this Agreement:

1. Village Hall, 251 Cherry Lane, Tallman, New York 10982
2. Public transportation stops

APPENDIX D

ROCKLAND COUNTY MANDATORY COUNTYWIDE RECYCLING PROGRAM

APPENDIX E

APPROVING RESOLUTIONS OF ROCKLAND GREEN AND THE MUNICIPALITY