

TOWN BOARD
TOWN OF NEW PALTZ, NEW YORK
ORGANIC FOOD WASTE AGREEMENT

THIS AGREEMENT, made and executed this ____ day of _____, 2012, by and between the Town Board, Town of New Paltz, New York and Royal Carting dba Welsh Sanitation, et al, Hauler for a term of one year commencing on June 1, 2012 and ending December 31, 2014 which could be extended by mutual consent for one additional year.

WHEREAS, the Town of New Paltz has constructed an organic food waste composting site, NYSDEC Registration No. 56CO2, located at the 3 Clearwater Road, New Paltz New York Municipal Recycling Drop-Off facility (herein referred to as the "Recycling Center") that is authorized to receive up to 1,000 cubic yards of acceptable waste annually; and

WHEREAS, Royal Carting dba Welsh Sanitation (herein referred to as the "Hauler") is currently the hauler contracted to collect organic food waste from SUNY New Paltz dining hall(s) which is then delivered to a permitted facility an hour away; and

WHEREAS, in the spirit of New Paltz's commitment to Zero Waste and reducing its carbon footprint, the Recycling Center created a food waste composting program which is initially accepting 4-8 cubic yards of SUNY New Paltz organic food waste and/or equivalent food waste for the first two months of operations before accepting additional organic food waste up to 1,000 cubic yards per year from other sources;

WITNESSETH, in consideration of the mutual agreements herein contained the parties hereto have agreed and hereby agree with each other, the Town, its successors and assigns, and the Hauler, and his/her successors and assigns, as follows:

\$40 ton for organic food waste delivered to the Town of New Paltz Municipal Recycling Drop-Off Center (the "Recycling Center") free of contaminants (i.e. plastic bags, plasticware, glass, latex gloves, ceramic, etc). Biodegradable plastic collection bags are acceptable and required under the contract between the Hauler and SUNY New Paltz.

Loads can be accepted no earlier than 8:00 am Tuesday through Saturday and no later than 3:00 pm with 48 hours notice of unanticipated facility closing. Please call in advance if inclement weather conditions exist. (Holiday Closing Schedule Attachment "A")

Hauler shall have insurance including comprehensive general liability with broad form extension for personal injury, death and/or property damage in limits of not less than two million dollars combined single limits with the Town as additional insure;

Hauler agrees that it will indemnify, protect and hold harmless the Town and its officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, actions and attorney's fees and will defend the Indemnified parties in any suit, including appeals arising from the performance of the Hauler's obligations under this Agreement;

Default by Hauler shall be the occurrence of failure to maintain insurance as agreed, failure to observe or perform material terms of this Agreement, failure to pay the tipping fees, filing of a petition in bankruptcy or for any other relief from creditors under any Federal or State law, as well as an assignment for the benefit of creditors. In the event of default, the Town may give written notice to the Hauler calling attention to the existence of such failure which, if not cured within thirty (30) days after notice the Town shall cease acceptance of additional food waste;

Term of Agreement shall be in full force and effect June 1, 2012 through December 31, 2014. The Agreement may be renewed after the expiration upon mutual agreement notwithstanding, the Town may terminate this Agreement if it determines to cease operations because the facility is no longer required;

Notice of any communications required or permitted hereunder shall be in writing and sufficiently delivered in person or sent by certified/registered mail postage prepaid as follows:

Supervisor, Town of New Paltz
Town Hall, PO Box 550
New Paltz, NY 12561

Royal Carting
Route 82, PO Box 1209
Hopewell Junction, NY 12533

Susan Zimet, Town Supervisor

Royal Carting

DATE

DATE

ATTACHMENT "B"

Food and compostable material are defined as:

Food scraps
Fruits, vegetables
Egg Shells
Meat, fish, bones
Coffee grounds and filters
Teas bags
Soiled paper and napkins
Un-coated paper plates
Shredded pizza boxes
Shredded paper and/or cardboard, and
Compostable serviceware that are certified by Biodegradable Products Institute

Food waste does not include:

Metal
Waxed or coated containers
Glass
Plastic
Aluminum foil
Cans
Styrofoam
Diapers
Kitty litter or pet waste
Ash, rock, stone
Liquid waste
Chemicals including bleach, detergents, and degreasers
Batteries, or
Non-compostable serviceware.

Large companies that generate large volumes of food waste have been able to derive economic benefit from recycling. Although they incur an additional cost to separately collect the food waste, that cost is counter-balanced by a reduction in their waste disposal costs. When large volumes of food waste are removed from the business' general waste, there is an opportunity to reduce disposal costs by reducing the number of dumpsters and/or the pickup frequency. This also reduces weight, which is another measure by which businesses are charged for waste disposal.

2012 HOLIDAY SCHEDULE

December 25th – Christmas Day

2013 HOLIDAY SCHEDULE*

January 1st – New Year Day

July 4th – Independence Day

November 21st – Thanksgiving Day

November 22nd – Day after Thanksgiving

December 24th – Day before Christmas Day

December 25th – Christmas Day

2014 HOLIDAY SCHEDULE*

January 1st – New Year Day

July 4th – Independence Day

November 20th – Thanksgiving Day

November 21st – Day after Thanksgiving

December 24th – Day before Christmas Day

December 25th – Christmas Day

*Subject to change pending union negotiations