

REQUEST FOR PROPOSAL

ORGANIC MATERIAL REMOVAL & DISPOSAL CONTRACT

**CLAY BIRD LANE
BRAIRCLIFF MANOR, NY**

MOUNT PLEASANT, NEW YORK



TOWN OF MOUNT PLEASANT
1 TOWN HALL PLAZA
VALHALLA, NEW YORK 10595

JULY 2026

AMENDED - July 21, 2026

CARL FULGENZI, SUPERVISOR
RICH BENKWITT, SUPERINTENDENT OF HIGHWAYS

LEGAL NOTICE

Request for Proposals: Sealed proposals are requested for the Town of Mount Pleasant, **Organic Material Removal & Disposal Contract** will be received by the Town Clerk at Town Hall, 1 Town Hall Plaza, Valhalla, New York 10595 until 11 a.m. (local time) on **Monday, August 3rd, 2026** and then at said office publicly opened and read aloud.

Specifications, plans and other contract Documents may be obtained upon application from the office of the Town Clerk upon payment of a non-refundable fee of \$ 25.00 per set. The payment shall be in cash, or certified check to the Town of Mount Pleasant. **Contract documents will be available Wednesday, July 22nd, 2026.**

The Town of Mount Pleasant hereinafter called the Owner, reserves the right to reject any or all proposals and to waive any formality or any technicality in any proposal in the interest of the Owner

Bidders on this work will be required to comply with the President's Executive Order No. 11246. The requirements for Bidders and Contractors under this order, which concerns non-discrimination in employment, are explained in the contract documents. Bidders are also required to comply with the provisions of Section 291-299 of the Executive Law of the State of New York.

The Owner is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials, equipment and supplies sold to the Owner pursuant to this contract. Also exempt from such taxes are purchases by the Contractor and his Subcontractors of materials, equipment and supplies to be sold to the Owner pursuant to this Contract, including tangible personal property to be incorporated in any structure, building or other real property forming part of the Project. These taxes are not to be included in the Bid.

Bidders must satisfy themselves by personal examination of the proposed work, and shall not at any time after submission of bid proposal or bid, dispute or complain nor assert that there was any misunderstanding in regard to the nature or amount of work to be done. Bids shall be accompanied with a non-collusive certificate, and Contractors must take affirmative action to ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Sealed proposals must be addressed to the Town Clerk, 1 Town Hall Plaza, Valhalla, New York 10595, and be clearly identified on the envelopes with: (1) project name and bid date, (2) name and address of bidders, (3) indication of "Sealed Proposal."

By order of the Town Board, Town of Mount Pleasant

INFORMATION FOR BIDDERS

Proposals are requested for the removal and disposal of organic mulch and related material at The Town of Mt. Pleasant's Clay Bird Lane site. Work completed under this contract will be at Clay Bird Lane site - in accordance with Plans, Specifications and other Contract Documents prepared by the Town of Mount Pleasant.

WORK INCLUDED: *Use of heavy equipment, trailers and related equipment for the processing, removal and disposal of approximately 25,000 cubic feet of processed organic material in difference stages for the processing of material into mulch. The contractor is required to submit a plan that details the work to be completed and length of time required to complete the work.*

WORK HOURS: *Work within the mulch site area can be between 7:00 AM to 6:00 PM. Truck transporting of material off the site is restricted to 8:30 AM to 4:30 PM.*

FORM: Each Proposal shall be made on a form prepared therefore by the Engineer and included as one of the Contract Documents, and shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder.

NON-COLLUSIVE BIDDING CERTIFICATION: Bidders shall complete the non-collusive certificate prepared by the Engineer, on pages NC-1 and NC-2, and submit it with their proposal.

DISCREPANCIES: In case of a difference between the stipulated amount of the Proposal written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.

MODIFICATIONS: Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.

EXAMINATIONS OF CONTRACT DOCUMENTS AND VISIT TO SITE: Before submitting a Proposal, Bidders shall carefully examine the Plans, read the Specifications, and the other Contract Documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal a sum to cover the cost of all items included in the Contract Documents.

DELIVERY OF PROPOSALS: Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the Scheduled closing time for receipt of Proposals shall be returned to the Bidder unopened.

OPENING: Proposals will be opened and publicly read aloud at the time and place set forth in the Advertisement.

AWARD OR REJECTION: The Contract will be awarded to the lowest responsive, responsible Bidder as it relates to cost and time as well as Bidder complying with these instructions and with the Advertisement. The Owner reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the Owner. No Bidder may withdraw its Proposal for a period of 45 days after the date of opening thereof.

TIME OF COMPLETION: Time of completion is dependent on the work plan submitted to the Town however, the maximum time permitted to complete the work is one year from execution of the contract agreement.

INTERPRETATION OF DOCUMENTS: If any entity/person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Plans, Specifications or other Contract Documents, or finds discrepancies in or omissions from the Plans or Specifications, he may submit to the Town Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be mailed only by Addendum duly issued, and a copy of the Addendum will be mailed or delivered to each person receiving a set of the Contract Documents. Neither the Owner nor the Town Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

ADDENDA: Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his Proposal, shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

WAGE SCALE: The Contractor shall conform to the "General Prevailing Wage Scale" currently in effect, as prepared by the Federal Government. The prevailing New York State rate of wages and the prevailing practices for supplements shall be the rates and practices that are prevailing at the time the work is performed.

LAWS, ORDINANCES AND REGULATIONS: The Contractor shall abide by all local and State laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations.

SAFETY AND HEALTH REGULATIONS: The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

We also wish to point out to you the provisions of Section 4 (b) (4) of the Occupational Safety and Health Act of 1970, as follows: "Nothing in this Act shall be construed to supersede or in any manner affect any workman's compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment."

SALES AND USE TAX EXEMPTIONS: The Owner is exempt from the payment of sales and compensating use taxes of the State of New York and cities and counties on all materials, equipment and supplies sold to the Owner pursuant to this contract.

Also exempt from such taxes are purchases by the Contractor and his Subcontractors of materials, equipment and supplies to be sold to the Owner pursuant to this Contract, including tangible personal property to be incorporated in any structure, building or other real property forming part of the Project. These taxes are not to be included in the Bid.

Successful bidder shall notify regional office of the NYSDEC and shall comply with any rules or regulations that may pertain to this project.

NON-COLLUSIVE BIDDING CERTIFICATION
As Required By
Section 103-D of the General Municipal Law

1. Every bid hereafter made to the municipality or any public department, agency, or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.
 - a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The following is contained in Section 103-D of the General Municipal Law:

- b) A bid shall not be considered for award nor shall any award be made where a), 1), 2), and 3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth, in detail, the reasons therefor. Where a), 2), and 3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his

designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder: (a) has published price lists, rates, or tariffs covering items being procured; (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph 1.a).

2. Any bid hereafter made to the political subdivision, or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Dated _____

Legal name of person, firm or corporation

By _____
(title)

PROPOSAL

ORGANIC MATERIAL REMOVAL & DISPOSAL CONTRACT
121 CLAY BIRD LANE
TOWN OF MOUNT PLEASANT
WESTCHESTER COUNTY, NEW YORK

To: Honorable Town Board
One Town Hall Plaza
Valhalla, New York 10595

Ladies & Gentlemen:

This proposal is made by: _____

Whose business address is: _____

Whose telephone number is: _____ zip code
() Area Code

State whether bidder is an individual, a partnership, or a corporation: _____

If a partnership, give the names of all partners: _____

State names of other individuals, firms or corporations interested in this proposal: _____

Westchester County Solid Waste License Number: _____

Project Proposal Bid & Goods Amounts

1. The Contractor shall remove all organic material located at the site by means & methods plan as presented to the Town over a period of _____ days for all existing organic processed, grinded or screened material out of the designated area of the Town property.
2. The Contractor submits a bid of \$_____ per yard, _____ dollars & cents (written words) for removal all of the material from the site by the time allotted above. The bid price for removal of the material is based on a conservative estimate of up to 25,000 cubic yards at the time of bid. Material volumes above this limit will be negotiated.
3. The Contractor shall limit the number of daily truck trips to **10** per day unless approval is granted by the Town Board. The limiting of truck trips is included within the bid amount.
4. Prior to commencement of work, the Contractor shall perform an asphalt overlay and curb installation within the existing public portion of Clay Bird Lane as shown on plans. The Contractor submits a Lump Sum bid of \$_____ or _____ dollars & cents (written words) for the cost of this work and maintenance responsibilities.
5. Contract does not include the furnishing of water for operations. The town shall secure a water source to be provided.

The Contractor is informed of the following in reference to the Project Proposal:

1. The Contract award will be made to the responsive, responsible bidder submitting the most desirable acceptable bid (Proposed or Alternate). The bid prices, goods and services shall be shown above in both numbers and words.
2. The Contractor shall complete all prices, goods and/or services price bid items on the following proposal pages. This includes both ELIGIBLE and INELIGIBLE contract items.
3. The Contractor by submission of the RFP acknowledges that no new material from any source shall be permitted to be accepted at the site under this section of the proposed bid. Should material be found to be brought into the site without the knowledge and approval of the Town Board, the Town Board reserves the right to consider as breach of contract and seek completion of the work through the issued Performance Bond.
4. The Contractor hereby agrees that he shall make no claim on account of the approximate estimate in quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted, except as noted.
5. The Contractor shall not operate the site subjecting the site to any change in use or need to require the site to be permitted by NYSDEC.
6. The Contractor is required to have a minimum of 15 years' experience in the organic recycling operations with a minimum of 10 years of municipal organic recycling in Hudson Valley, furnish 3 municipal references and not have pending court action against them for operating similar facility. Contractor acknowledges that not meeting either of these conditions disqualified them from bidding.

Alternate Project Proposal Bid & Goods:

Alternate proposal is an independent of the Project Proposal and reflects the ALT 1 Terms & Conditions.

1. The Contractor shall process and remove all organic material presently on site within the designated area of the Town's Clay Bird Lane facility for the submits a bid of \$_____ per yard, _____ dollars & cents (written out) for removal & processing all of the material from the site by the time allotted above.
2. The Contractor shall provide a monthly rental for use of the site of \$_____ per month, _____ dollars & cents (written out). This monthly rental fee will be increased by an annual increase of _____% at the beginning of each new year.
3. Reflected in the above bid amount to remove the existing material onsite, the Contractor will also enter into an agreement with the Town Board to operate the site under conditions described here on for a period of **(10)** ten years.
4. Prior to commencement of work, the Contractor shall perform an asphalt overlay and curb installation within the existing public portion (from Chappaqua Road to the site access gate) of Clay Bird Lane as shown on plans as part of the agreement.
5. Contract does not include the furnishing of water for operations. The town shall secure a water source to be provided for use at the site.
6. This proposal requires the facility to be either _____ with the NYSDEC as mulch processing facility. (select one: unregistered, registered or registered-permitted)

The Contractor is informed of the following:

1. The Contract award will be made to the responsive, responsible bidder submitting the most desirable acceptable bid. The bid prices, goods and services shall be shown above in both numbers and words.
2. The Contractor shall complete all prices, goods and/or services price bid items on the following proposal pages. This includes both ELIGIBLE and INELIGIBLE contract items.
3. The Contractor hereby agrees that he shall make no claim on account of the approximate estimate in quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted, except as noted.
4. The Contractor shall be required to seek permitted status to operate the site as an organic recycling facility by regulated NYSDEC.
5. The Contractor is required to have a minimum of 15 years' experience in the organic recycling operations and not have pending court action against them for operating similar facility. Contractor acknowledges that not meeting either of these two conditions disqualified them from bidding.

ALTERNATE PROJECT TERMS

The Town of Mount Pleasant is seeking proposals from experienced and licensed Westchester County Solid Waste companies for the licensing of an Organic Material Recycling Program to be located at 121 Clay Bird Lane in Briarcliff Manor, NY. The Town is considering enter into an agreement for licensing the existing municipal organic recycling facility to the contractor whom provides the best services to process existing & future organic material, remove all of the existing organic material as required under the original project and offers highest return of good to the Town and its residents.

The contractor will be required to provide an organic recycling program that perform the following for the Town of Mount Pleasant for a period of ten years.

- Help to save the Town money on current program that uses companies to grind the wood product at a cost to the taxpayers.
- The Town will provide existing property on Clay Bird Lane for an organic recycling contractor to set up an organic recycling & processing center utilizing the site already in operation.
- The Contractor will be asked to enter into a ten (10) year license agreement. This agreement will be allowed to be extended two (2) additional five (5) years terms upon approval of the Town Board.
- This agreement will grant the contractor the right to manage the operations of the facility to retain and sell all the processed organic materials and any by products.
- The Town will allow the Contractor to store, park machines, trucks and other sources of equipment related to the approved operations at the site on Clay Bird Lane.
- The Contractor shall have the exclusive right to process, sell, exchange, transfer and store Town products on site.
- The Contractor will accept and recycle for the Town an annual maximum volume of **2000** yards of trees, stumps, brush greater than 1" caliper deposited onsite by Town forces.
- Contractor shall provide an annual minimum of **300** cubic yards of natural aged mulch out of the processed recycled material to the town or residents of the town for their use.
- The Contractor shall limit the number of daily truck trips to **10** per day unless approval is granted by the Town Board. The limiting of truck trips is included within the bid amount.

ALTERNATE PROJECT TERMS Cont.

Contractors Responsibilities

- The Contractor shall be responsible for the process of grinding, handling & transferring of the town owned material and its residents' organic materials brought into the site by the Highway Department under the towns' recycling program. Organic materials defined as clean brush, leaves, grass, logs, stumps, wood chips and other natural yard waste.
- An allowance of processed materials, as bid, will be given back to the town to be used in the parks and playgrounds of the community.
- The Contractor will make site improvements to better utilize available space on property such as regarding parts of the site and current work areas, installing material bins and retaining walls with the use of concrete blocks, subject to the approval of the Superintendent of Highways.
- The Contractor has the option to set up an office trailer at site and temporary storage provisions, as approved by the Superintendent of Highways, as well as installing surveillance cameras or other security measures if needed.
- The Contractor shall be responsible for obtaining and maintaining the insurance requirements as listed in Exhibits.

Town Of Mount Pleasant will seek approval as necessary to obtain any permits for necessary to operate facility and assist the contractor with local and state grants when needed if they are or become available.

SPECIAL CONDITIONS

By submission of the proposal for consideration, the contractor certifies:

- That he/she has visited the site prior to submitting this proposal for licensing for performing organic recycling services in the Town yard facility located at 121 Clay Bird Lane in Briarcliff Manor, NY. He/she has determined the conditions of the roadway access to the site and the area of operations limits.
- That he/she has through knowledge of the NYSDEC Solid Waste Management Program in reference to the operations of a mulch facility. Based on this knowledge his/hers bid acknowledges the conditions & restrictions on the site and reflects the necessary permitting required to be obtained and maintained.
- That he/she will be required to enter into an agreement with the Town for use of the site.
- That he/she and representative of his/her company will only be allowed access to the site unless approved by Superintendent of Highways. No commercial vehicles shall access the site besides those vehicles owned by he/she or those employed by their company.
- He/she will not accept material at this location from commercial vehicles unless approved by the Superintendent of Highways.
- That he/she will be permitted to have one (1) small office trailer, one (1) twenty foot and one (1) forty foot trailer onsite for its operations. The trailers shall be shielded from the property line and be of good aesthetic condition.
- That he/she will be allowed to store and park machines, trucks and equipment, solely for the use of completing daily recycling operations.
- That he/she is aware of that the site is located within a rural neighborhood setting and as such, will limit the number of vehicles accessing the site per day as indicated in proposal documents unless approved by the Town Board. That he/she will limit the use of engine brakes or other elevated noise conditions that may impact the neighborhood.
- He/she acknowledges the importance to the Town for storage of organic materials generated within the town and will prioritize the storage of the Towns organic material by processing/transferring existing material offsite to accommodate the town's need for storage.

I. Sample Agreement

LICENSE AGREEMENT

AGREEMENT (this "Agreement"), made and entered into this _____ day of _____, 2026 between the Town of Mt. Pleasant, a municipal corporation, duly organized and under the laws of the State of New York, having its principal office at Town Hall, One Town Hall Plaza, Valhalla, New York 10595 (hereinafter "Licensor" or the "Town") and Organic Recycling Operator (hereinafter "Licensee" or "Contractor"), having its principal office at 1160 Mamaroneck Avenue, White Plains, New York 10601.

RECITALS:

Licensor is the beneficial owner of certain property known as the 121 Clay Bird Lane located in the Town of Mt. Pleasant (the "Property") which is identified on the Tax Assessment Map of the Town as Tax No. 90.19-1-1.

Licensee has requested a license to enter upon a portion of the Property for the purpose of processing and maintaining yard waste, compost and wood located on the Property.

Town is willing to grant the requested permission subject to and upon the following terms and conditions:

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) GRANT: Subject to the terms and conditions of this Agreement and upon representation from Licensor that it is the owner of the Property and hereby grants to Licensee a non-exclusive license (the "License") to enter upon the Property for the permitted use.

(2) TERM: Subject to the terms of this Agreement, the term of the License shall commence on the date of execution of this Agreement by the parties hereto and continue for a Ten (10) year term, one (1) of which shall be a grace year that will allow either party to dissolve this Agreement, with one (1) five (5) year extension at the option of the Licensee and upon approval of the Town Board.

(3) QUALIFICATIONS: The Licensee shall have and maintain a valid Westchester County Solid Waste license throughout the term of this Agreement. Licensee shall have a minimum of 15 years' experience in the recycling of yard waste, compost & wood and as set forth in the request for Proposal.

(4) LIMITATIONS: The Property is a not a registered NYSDEC Permitted Solid Waste Management Facility. This Agreement is bound by the conditions required without the issuance of a Permit. This Agreement is also subject to future changes to this Permit due to any changes to the laws, codes and regulations as instituted by the NYSDEC. Significant regulation or permit modification imposed by the NYSDEC causing undue hardship to any party would allow any party to terminate this Agreement; however, the Licensee will still be required to meet the Vacation of Premises section of this Agreement.

(5) FEE: In exchange for and as consideration for this License, Licensee agrees to pay to Licenser the sum of \$_____ per month at the signing of the License Agreement with an annual increase of __% every July 1st after the grace period.

(6) MATERIAL ALLOWANCE: The Contractor may construct three (3) bins for yard waste, aged mulch & compost which shall be supplied regularly to for the use of the Town and residents.

(7) PERMITTED USE: The License granted hereunder shall be for an organic recycling operation which will include grinding and composting of organic materials and on-site storage of organic materials. Licensee shall repair or replace any damage caused by Licensee's accessing the Property. Licensee shall be permitted to store and park machines, trucks and other equipment necessary for the daily operations of the facility on the Property. Contractor is permitted to have one (1) office trailer at the site and one (1) twenty foot and one (1) forty foot sea container for temporary storage. Trailers shall be shielded from the property line and be in good aesthetic condition. Additional equipment is subject to the approval of the Town Highway Superintendent.

(8) SUPERVISION: Licensee shall be responsible for and take all precautions for the protection of all persons and of real and personal property using the Property or situated on the perimeter adjacent to or abutting the Property.

(9) VEHICLE ACCESS: The Licensee shall be limited to _____ trucks per day within the approved hours of operation. Deviation from this limit is subject to the approval of the Town Highway Superintendent. Unauthorized access in excess of the standard weekly total (number per day x 5) will subject the Licensee to fine of _____ per vehicle and subject Licensee to termination of the Agreement.

(10) SITE ACCESS: The Licensee shall be responsible for the upkeep of the roadway, Clay Bird Lane, in a travelable condition; free of pot holes, debris, oils, etc. After the one (1) year grace period, Licensee shall pave the roadway with a 2" overlay to assist in keeping the condition of the roadway in sound condition. Shall this Agreement be extended a second 5 year term; then the Licensee shall repeat the same paving improvements prior to termination of this Agreement in its final year.

(11) OTHER USERS: The Licensee shall note that the Mount Pleasant Sportsman's Club is a tenant that utilizes a separate area the Property. This club utilized the same roadway to access the Property. The Licensee shall respect the operations of this club and take all precautions necessary to prevent the deterioration of enjoyment of the Property.

(12) NON-ASSIGNABILITY: It is expressly understood between the Parties herein that this License does not run with the Property, is not coupled with any other interest, is not assignable, and may be terminated by Licensor at any time for a breach of this Agreement. Prior to termination under this section Licensee shall be given a two week period to cure the matter causing breach of this Agreement.

(13) INSURANCE: Throughout the term of this Agreement, Licensee and its contractors shall obtain and maintain, at Licensee's sole cost and expense, and keep in force for the benefit of Licensee, with Licensor named as an additional insured, insurance policies providing the following coverage;

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Licensee hereby agrees to effectuate the naming of the Licensor as an unrestricted additional insured on the Licensee's insurance policies, with the exception of workers' compensation.

The policy naming the Licensor, as an additional insured shall be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer; contain a 30-day notice of cancellation; state that the organization's coverage shall be primary coverage for the Licensor, its Board, employees and volunteers; and the Licensor shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance. The Licensee agrees to indemnify the Licensor for any applicable deductibles.

- Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$5,000,000 aggregate

- Automobile Liability

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

- Excess/Umbrella Insurance

\$3,000,000 each Occurrence and Aggregate depending on the nature of the project.

- Workers' Compensation and N.Y.S. Disability

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

(14) INDEMNIFICATION: Licensee shall defend, indemnify, protect, and save harmless Licensor and its respective officers, employees, agents, contractors, subcontractors or legal representatives, (the "Licensor Parties") from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that: (i) arise from or are in any way connected with the License granted hereunder for the Property or any portion thereof or any of Licensee's activities on the Property prior to the date of this Agreement, unless caused by the acts or omissions of Licensor; (ii) arise from or are in any way connected with any act or omission of Licensee or Licensee's invitees; (iii) result from any default of this Agreement or any provision hereof by Licensee; (iv) result from the presence of Licensee's property or equipment on the Property; or (v) result from injury to person or property or loss of life sustained in or about the Property, all regardless of whether such claims are asserted or incurred before, during, or after the term of this Agreement. Licensee's obligations under this paragraph shall survive the revocation or termination of this Agreement.

(15) WAIVER OF RESPONSIBILITY: Neither Licensor nor the Licensor Parties shall be liable for, and Licensee waives, all claims for loss or damage, economic or otherwise, to persons or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the Property, or any part of the Property, including, without limitation, claims for loss, theft or damage, resulting from any cause whatsoever, except for willful misconduct by Licensor. To the maximum extent permitted by law, Licensee shall use and occupy the Property and such other portions of the Property as Licensee is herein given the right to use, at Licensee's own risk.

(16) VACATION OF PREMISES: Licensee shall keep the Property clean and shall repair any damage to the Property and/or the Property caused by Licensee's use thereof. Upon termination of this Agreement, Licensee shall promptly (i) refrain from accessing and/or using the Property, and (ii) return the Property to its original condition prior to the Permitted Use. Upon termination of this Agreement the property shall be left with all wood and leaves processed through a grinder at least once, and with a maximum of 5,000 cubic yards of material on site including compost, wood chips, mulch. Licensee shall be given a three month period subsequent to termination of the Agreement to meet the obligation of the section. All other requirements of this agreement shall remain in force during the four month period.

(17) GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the state in which the Property is located and shall not be modified, altered, or amended except in writing as agreed to by the parties hereto.

(18) NOTICES: All notices or other communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service, all to the following addresses:

If to Licensor: Town of Mt. Pleasant One
Town Hall Plaza Valhalla,
NY 10595

With a Copy to: Town Attorney
One Town Hall Plaza
Valhalla NY, 10595

If to Licensee: _____

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same in the manner as previously set forth herein.

(13) COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

CONTRACTOR

TOWN OF MT. PLEASANT

STATE OF NEW YORK)

) ss:

COUNTY OF WESTCHESTER)

On the __ day of _____ in the year 2026 before me, the
undersigned, personally appeared _____ 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 executed the same in his capacity, and that by his signature on the
instrument, the individual, or the person upon behalf of which the
individual acted, executed the instrument.

Signature and Office
of individual taking
acknowledgement

STATE OF NEW YORK)

) ss:

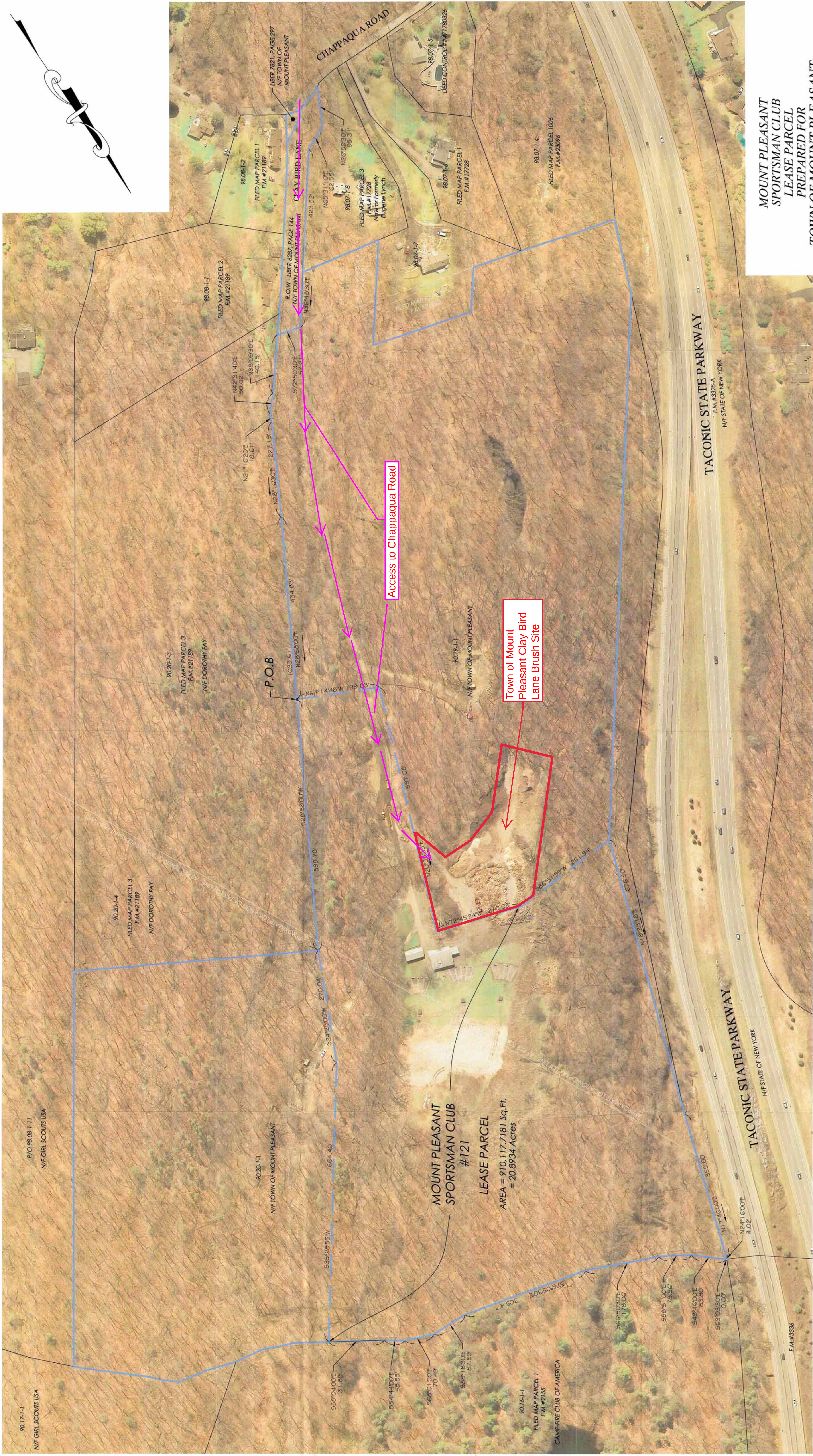
COUNTY OF WESTCHESTER)

On the __ day of _____ in the year 2026 before me, the
undersigned, personally appeared _____ 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 executed the same in his capacity, and that by his signature on the
instrument, the individual, or the person upon behalf of which the
individual acted, executed the instrument.

Signature and Office of individual taking
acknowledgement

EXHIBIT A

Property & Mulch Area Site



MOUNT PLEASANT
SPORTSMAN CLUB
LEASE PARCEL
PREPARED FOR
TOWN OF MOUNT PLEASANT

SITUATE IN THE
TOWN OF MOUNT PLEASANT
WESTCHESTER COUNTY, NEW YORK



NOTE:
NOT A BOUNDARY SURVEY.

Map Prepared: February 2, 2010

THOMAS C. MERRITTS LAND SURVEYORS, P.C.
394 BEDFORD ROAD • PLEASANTVILLE • N.Y. 10570
(914) 769-8003 • (203) 622-8899



COPYRIGHT © 2010
THOMAS C. MERRITTS LAND SURVEYORS, P.C.
ALL RIGHTS RESERVED. UNAUTHORIZED DUPLICATION OR
REPRODUCTION OF THIS DOCUMENT IS A VIOLATION OF APPLICABLE LAWS.

Project:	10-014	Field Survey By:	
Drawn By:	D4	Checked By:	DM

EXHIBIT B

Insurance Requirements

Town of Mount Pleasant

Town's Insurance Certificate requirements when work is being performed by ALL LESSEES, CONTRACTORS AND SUBCONTRACTORS

Commercial General Liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, per project, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractors' liability,

CONTRACTOR/SERVICE PROVIDER shall:

1. by endorsement to its primary General Liability and Umbrella/Excess Liability policy, shall name the Town their respective members, partners, shareholders, subsidiaries, affiliates, directors and officers, agents, employees, successors and assigns as additional insureds on a primary and noncontributory basis, attaching a copy of that endorsement to the certificate.
2. provide a waiver of subrogation to the Town, their respective members, partners, shareholders, subsidiaries, affiliates, directors and officers, agents, employees, successors and assigns for the following lines of coverage: General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation.
3. provide proof of Environmental/Pollution Liability with a limit of at least \$1,000,000 per claim (subject to work to be performed – excavated earth, asbestos, mulch, tank removal, etc.)

Owners Contractors Protective Liability (OCP) insurance with a minimum of \$1,000,000 per occurrence in the Town of Mount Pleasant's name. This coverage is required by tenant as well as all contractors and subcontractors.

Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000 naming the Town of Mount Pleasant, their respective members, partners, shareholders, subsidiaries, affiliates, directors and officers, agents, employees, successors and assigns as additional insureds on a primary basis, attaching a copy of that endorsement to the certificate.

Umbrella Liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000 with coverage to be at least as broad as the Commercial General Liability. If SUBCONTRACTOR/SERVICE PROVIDER purchases higher than minimum limits the Additional Insureds shall be included to the full limits purchased.

Workers Compensation / Employers Liability

Workers Compensation insurance with coverage and limits complying with the statutory requirements of the jurisdiction in which the services are performed ***including confirmation of no height restriction on the coverage*** Employers Liability insurance with limits of \$1,000,000 each accident, \$1,000,000 bodily injury by disease each employee and annual aggregate.

Environmental/Pollution Liability

limits of at least \$1,000,000 per claim when applicable

Statutory Disability Insurance where required by law.

All Insurance carriers will be licensed in the state where project is located and shall be rated no lower than A-VII in the most recent edition of A.M. Best's Key Rating Guide

Signed Indemnification Agreement with the Town

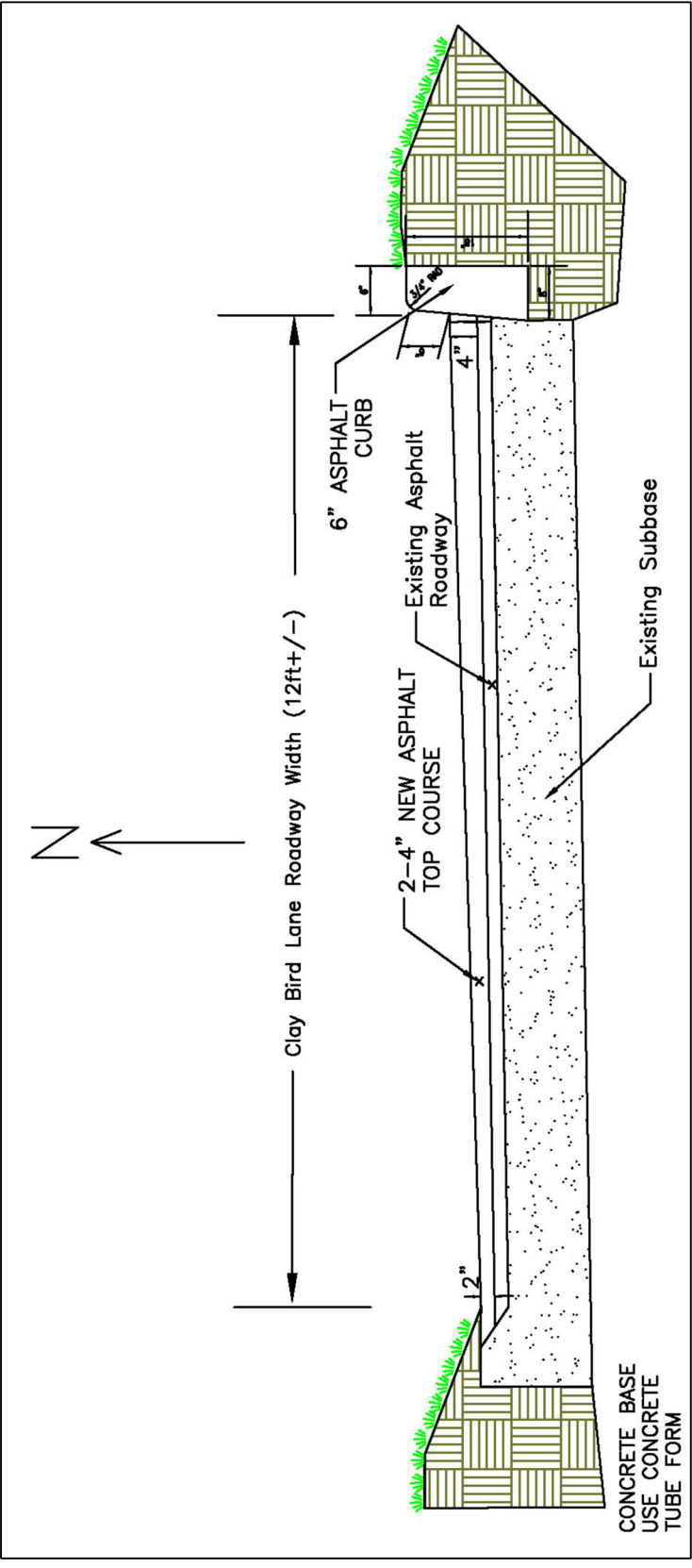
This can be obtained from the Town for completion and signature.

Applicable required building permits

Please be advised that the contract language provided is for informational purposes only. We are not attorneys, and cannot offer legal advice, or advice on the possible success or failure of the language provided. Moreover, this language may not work in all situations or all jurisdictions. Some jurisdictions interpret contracts differently, and some states restrict indemnity agreements. You should consult an attorney before deciding whether to make use of the language provided."

EXHIBIT C

Clay Bird Lane Road Work



Not To Scale

Item #	Description of Work	Unit	Est. Quantity
1	All work required to furnish & install Permanent Bituminous Concrete Pavement	Ton	250
2	All work required to replace the existing Asphalt Curbs – (As Needed)	LF	540
3	Prepare Roadway for Paving (sweep & Clean, pot hol fillinf, etc.	LS	1

PROJECT

CLAY BIRD LANE ROAD REPAIR PROJECT

BRIARCLIFF MANOR, NEW YORK

TOWN OF MOUNT PLEASANT
ENGINEERING DEPARTMENT
ONE TOWN HALL PLAZA
VALHALLA, NEW YORK 10595

TOWN OF MOUNT PLEASANT
1788

EXHIBIT D

Contractor's Work Plan

EXHIBIT D - Contractor's Work Plan

The Contractor shall submit a plan describing the process of how the material will be removed within the provided timeline. The Contractor shall be permitted to include the following tasks within their work plan. Any other tasks that do not fall within the list below will be reviewed and requires approval from the Town Board prior to award of RFP.

Permitted Tasks:

- Screening of material.
- Grinding & processing the material.
- Storage of the material until need to remove at a later date but within the window of contract.
- Separation of screened material into new piles.
- Transport of material off site weekdays by approved haulers.
- Prevailing Wages

EXHIBIT E

Hard Harmless Agreement

DEFENSE/INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor and/or Licensee agrees to protect, defend, indemnify and hold the Town of Mount Pleasant (the "Town"), their officers, agents and employees free and harmless from and against any and all losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character, and in any jurisdiction, in connection with or arising directly or indirectly out of this agreement and/or the performance hereof including if a Licensee, its use of Town Property located at:

for the following days or time period:

If a Contractor, for the following Project _____. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, death, damage to property, defects in material workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal property or property right or any alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, including COVID-19, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the owner for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the owner or its employees.

The Contractor and/or Licensee shall provide the Town of Mt. Pleasant with a Certificate of Insurance and an Endorsement Page of the Insurance Policy providing the necessary and required insurance naming the Town of Mt. Pleasant as an additional insured on all such necessary policies and that this agreement is not an excluded insured contract. The Insurance requirements include as follows: a limit \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which insurance shall cover the follow: premises and operations liability, broad form property damage, broad form contractual liability, personal injury, and independent contractor's liability, and shall, by endorsement to its primary General Liability shall name the Town of Mt. Pleasant, their respective members, elected officials, agents, board members, employees, successors and assigns as additional insureds on a primary and noncontributory basis, attaching a copy of that endorsement to the certificate. All insurance carriers will be licensed in New York State and shall be rated no lower than A-VII in the most recent version of A.M. Best's Key Rating Guide.

This Agreement embodies the entire agreement between the parties, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed by the parties hereto.

This Agreement is being executed and delivered, and is intended to be performed, in the State of New York, and the laws of such state shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation of this Agreement.

This Agreement has been executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Signatory Name

Print Name:

Company Name:

Title:

Notary Public

Date

TOWN OF MT. PLEASANT

By: _____

Notary Public

Date