

AGREEMENT

TOWN of HALFMOON

DISPOSAL PRIVILEGE FOR HOUSEHOLD GARBAGE, CONSTRUCTION AND DEMOLITION MATERIALS, RECYCLABLES

This is an Agreement to exercise the 1-year renewal Option as per the contract approved by the Town Board by resolution dated 1/17/2024 for the Disposal Privilege for Household Garbage, Construction and Demolition Materials and Recyclables between the Town Board of the Town of Halfmoon and Casella Waste Management of NY, Inc. entered into on March 1, 2024, with renewal to start on the 1st day of March 2025 between the Town Board of the Town of Halfmoon, in the County of Saratoga, New York, and the Vendor, Casella Waste Management LLC, P.O. Box 442, Clifton Park, New York 12065, at the contract prices of:

HOUSEHOLD GARBAGE: \$70.50 per ton

CONSTRUCTION & DEMOLITION MATERIAL: \$70.50 per ton

VEHICLE TIRES: \$130.00 (car) \$130.00 (truck) per ton

HOURLY RATE TRUCK/DRIVER: \$90.00 per hour

EMPTY 30 YARD DUMPSTER RENTAL: \$0.00 per day used

The contract was awarded to the Vendor in accordance with the provisions of Article 5-A of the General Municipal Law.

A resolution authorizing this Agreement was adopted by the Town Board on February 19th, 2025.

The resolution directed that when this contract has been signed by the Town Board, the Vendor or his agent, and approved by the Town Board, it becomes effective and that upon completion of the specified services and its acceptance by the Town Board, the Supervisor shall pay for it by payment from current appropriations. This Agreement shall be for a 1-year period, starting March 1, 2025 with an option to renew.

The Vendor hereby agrees to the provisions of Section 103-A of the General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify

concerning any transaction or contract had with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract:

(a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal; and

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination.

(c) The Party of the first part hereby acknowledges their responsibility, if any, to pay prevailing wage in accordance with any public works projects done on behalf of the party of the second part. The Party of the first part also acknowledges being advised by the party of the second part that the current prevailing wage scale and corresponding requirements may be found at the New York State Department of Labor website:
<http://www.labor.state.ny.us/>.

The Vendor hereby agrees not to assign this contract, or his right therein, to any other person or corporation without the previous consent, in writing, of the Town of Halfmoon.

The Vendor hereby certifies that there are no Federal or State taxes included in the above purchase price and that he is the only intermediary between the manufacturer and the purchaser.

This comprises the entire contract between the parties and supersedes any and all other agreements respecting the property described.

DATED:

1-23-2026

Casella Waste Management of NY, Inc.

Martin D. Golubski Jr.

Print Name

Martin D. Golubski Jr

Kevin J. Tollisen, Town Supervisor, Town of Halfmoon

DRAFT