

**AMENDMENT TO INFORMATION FOR BIDDERS
AND
CONTRACT DOCUMENTS
FOR
COLLECTION AND DISPOSAL
OF ALL
REFUSE, RUBBISH, GARBAGE, AND RECYCLABLES
FOR THE
TOWN OF SALINA**

ONONDAGA COUNTY, NEW YORK

ISSUANCE DATE – August 2022

TOWN BOARD

NICHOLAS PARO, SUPERVISOR

JASON RECOR
DANIEL CICIARELLI

MATTHEW CUSHING
DAVID CARNIE

RODNEY-DAVID LOWE, TOWN CLERK

BALDWIN, SUTPHEN & FRATESCHI, PLLC
ATTORNEY FOR THE TOWN OF SALINA

Amendment

WHEREAS, the Town of Salina (the "Town") issued an Information For Bidders and Contract Documents for Collection and Disposal of all Refuse, Rubbish, Garbage and Recyclables (the "Bid Documents") for refuse, rubbish, garbage and recyclables collection and disposal within the Town (the "Services") in August 2022;

WHEREAS, after further research, it has come to the attention of the Town that the Bid Documents should be modified to attract a wider array of bidders offering the Services;

WHEREAS, specifically the Town desires to modify the Bid Documents as follows: (i) to reflect that in the event the tipping fee at the Onondaga County Resource Recovery Agency facilities increases or decreases 5% or more from the year 2022 base tipping fee, the Hauler and the Town agree to adjust the Hauler's fee, and (ii) to allow for a fuel credit as specified herein.

NOW, THEREFORE, be it amended as follows:

1. Paragraph 1.04(n.) shall be deleted in its entirety and replaced as follows:

n. Contract Adjustments.

In the event the tipping fee at the Onondaga County Resource Recovery Agency facilities increases or decreases five (5) percent or more from the year 2022 base tipping fee of \$100.00 per ton, which represents the OCRRA tipping fee for calendar year 2022, the Hauler and the Town agree to adjust the Hauler's fee. Such adjustment(s) shall be mutually agreed upon using information available on typical residential waste quantities generated hereunder as set forth in Section 5(B) of the proposed Contract attached hereto and the Town shall be notified by October 1st, before the succeeding January that increase or decrease shall take effect. In no event shall any such adjustment exceed the net increase or decrease in tipping fees times the actual or the agreed to estimated number of units in the District.

The Contract shall also be subject to an adjustment due to the number of residential Units included in the service provided hereunder by Town. No later than December 1st of the contract year 2023, 2024 and 2025 and November 1st of any option year, the Town shall verify the number of units or customers receiving service in the District and advise the Hauler of any such changes, at which time the Contract amount may be adjusted in accordance with the applicable Bid amount for the corresponding number of units. Such adjustment, if any, shall take effect on January 1st of the succeeding year.

The Hauler is permitted to submit an annual adjustment for fuel expense under the following guidelines:

- 1) The Hauler must estimate monthly fuel usage and base per gallon price as set forth on the Energy Information Administration, Official Energy Statistics from the United States Government (EIA) as part of its Bid. The base rate submitted shall

consider any averaging, regional or market conditions stated therein and shall control for contract year 2023.

2) On October 1st of 2025, if the Town has elected to proceed with the first option year contract, the Hauler will submit the gas rate per gallon based on the averages set forth on the "EIA" website. This base rate will be used for next 15 consecutive months through close of the first option year (December 31, 2026).

4) On October 1st of 2026, if the Town has elected to proceed with the second option year contract, the Hauler will submit the gas rate per gallon based on the averages set forth on the "EIA" website. This base rate will be used for next 15 consecutive months through close of the second option year (December 31, 2027).

5) The Hauler or the Town may submit on October 1, 2023 and October 1, 2024 an adjustment (in the form of a credit or debit) for fuel charges. This adjustment is based on the per gallon price set in the bid and on October 1st of the following year and based on the "EIA" website. A price adjustment shall be requested not later than 60 days from such dates either on behalf of the Hauler or the Town.

6) Notwithstanding anything contained herein this section to the contrary, an adjustment for fuel charges shall be due only when the per gallon price set at bid or on October 1 during the term of the Contract is greater than or equal to but not less than a 5% increase or decrease from the base rate for the period in question. Adjustment shall not in any event exceed 10%. In all other cases, there shall be no adjustment.

7) The annual adjustment is only granted based on monthly fuel usage records and supporting evidence from "EIA".

2. All other provisions of the Bid Documents remain in full force and effect.