CUSTOMER BILL OF RIGHTS CONTRACT FOR SOLID WASTE SERVICES

between _		
	"Service Provider"	
and		
	"Customer"	

Pursuant to Chapter 826.402(3)(c) of the Laws of Westchester County, the Customer shall be entitled to the following rights which cannot be waived:

- 1. This Service Contract shall not exceed (2) years in duration unless the Customer is a Municipality which, after establishing good cause for such waiver, has received a formal waiver of the contract term limit from the Commission.
- 2. A Service Contract which provides for automatic renewal shall be terminable by the Customer, without penalty, on thirty (30) days written notice to the Service Provider at any time during any renewal term of the Service Contract.
- 3. The Customer shall not be required to give the Service Provider more than (30) days notice of its intent to exercise its option to terminate or its option to renew an existing Service Contract prior to the expiration of such existing Service Contract.
- 4. All Service Contracts shall be terminable by the Customer, without penalty, during the final thirty (30) days of any regular Service Contract term or for the thirty (30) day period following any and all proposals made to a Customer by the Service Provider with whom the Customer currently contracts, where such proposal includes a proposal for a new Service Contract which will commence prior to the end of the regular term of the existing Service Contract.
- 5. Any notice of Service Contract termination from the Service Provider to the Customer shall be in writing, unless otherwise specifically requested by the Customer.
- 6. Any notice of Service Contract termination from the Customer to the Service Provider may be made by the Customer or the Customer's Agent either: (i.) in writing by facsimile or regular mail; or (ii.) orally by a telephone call to the Service Provider's office.
- 7. In the event that the Service Provider's license or registration to provide solid waste services is suspended or revoked by the Westchester County Solid Waste Commission, the Service Provider shall notify the Customer, in writing, within (5) business days of the suspension or revocation.
- 8. A Customer who is notified, by the Service Provider or otherwise, of the suspension or revocation of its Service Provider's license or registration may, immediately and without penalty, terminate this Service Contract.
- 9. In the event of Service Contract termination prior to the end of any regular contract term, the Service Provider shall not require the Customer to pay liquidated damages.
- 10. The Customer shall not be required to inform the Service Provider of competitive offers which it may receive for the removal, collection or disposal of refuse and recyclable materials.

- 11. The Customer shall not be required to give the Service Provider an opportunity to match the terms of any competitive offer which may be made to a Customer by any potential competitor.
- 12. The Customer shall not be required to contract exclusively with the Service Provider named herein for the removal of the Customer's refuse and recyclable materials. However, a municipal Customer may request such an exclusivity provision in its Service Contracts pursuant to its procurement policy.
- 13. The Service Provider herein shall not discontinue service to the Customer unless at least thirty (30) days advance written notice has been given to such Customer.
- 14. The Service Provider shall give the Customer no less than (i.) thirty (30) days advance written notice of proposed rate increases or (ii.) sixty (60) days notice of subcontracting or contract assignment. Upon receipt of such written notice, a Customer may terminate its Service Contract, without penalty, by giving fourteen (14) days notice to the Service Provider. Such notice may be given by the Customer at any time prior to the commencement of the rate increase or the implementation of the assignment or subcontracting.
- 15. The Service Provider shall promptly provide the Customer with any and all informational notices which the Westchester County Solid Waste Commission may develop or prescribe.
- 16. In the event that the Service Provider herein shall fail to comply with any of the requirements provided in Paragraphs 1-15, above, in connection with this Contract for Solid Waste Services, or shall integrate provisions into this Service Contract which impairs the Customer's rights as outlined in Paragraphs 1-15, above, the Customer shall be entitled to, immediately and without penalty, terminate this Service Contract. In the event that the Customer believes that such a failure to comply has occurred, the Customer is urged to consult with the Westchester County Solid Waste Commission in order to clarify the Customer's rights and obligations pursuant thereto.
- 17. All Customers have the right and are encouraged to contact the Westchester County Solid Waste Commission to register a complaint against a Service Provider in the event that the Service Provider (a.) fails to provide the services as agreed under the Service Contract, (b.) fails to comply with the requirements outlined in this Customer Bill of Rights or (c.) engages in any of the following prohibited practices:
 - (i.) Makes a false or misleading statement to the Customer or a prospective Customer;
 - (ii.) Threatens or attempts to intimidate a Customer or a prospective Customer;
 - (iii.) Imposes or attempts to impose liquidated damages upon a Customer for termination of a Service Contract:
 - (iv.) Retaliates against a Customer or prospective Customer that has made a complaint to the Westchester County Solid Waste Commission or has exercised or attempted to exercise a right under Chapter 826-a of the Laws of Westchester County; or
 - (v.) Discourages a Customer or prospective Customer, who has a question or inquiry concerning the Customer's or the prospective Customer's rights or obligations concerning solid waste, from contacting the Westchester County Solid Waste Commission."