



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: APRIL 27, 2021

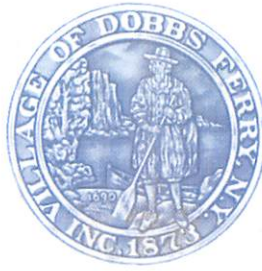
AGENDA ITEM SECTION: MATTERS REQUIRING ACTION

AGENDA ITEM NO. : 7

AGENDA ITEM: CONSIDER A RESOLUTION TO AUTHORIZE THE INTERIM VILLAGE ADMINISTRATOR TO ENTER INTO AN IMA WITH THE COUNTY OF WESTCHESTER REGARDING THE COLLECTION OF FOOD SCRAP RECYCLING

ITEM BACKUP DOCUMENTATION:

1. DRAFT RESOLUTION
2. MEMORANDUM DATED APRIL 22, 2021 FROM JENNIFER DORMAN/DPW SENIOR OFFICE ASSISTANT TO MAYOR ROSSILLO AND THE BOARD OF TRUSTEES
3. REFUSE DISPOSAL DISTRICT NO. 1 INTERMUNICIPAL AGREEMENT: RESIDENTIAL FOOD SCRAP TRANSPORTATION & DISPOSAL PROGRAM



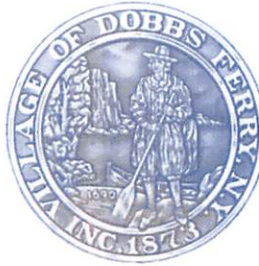
VILLAGE OF DOBBS FERRY
Department of Public Works
1 Stanley Avenue
Dobbs Ferry, New York 10522
TEL: (914) 231-8507 • FAX: (914) 693-3470

RESOLUTION -2021

RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN
INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER FOR THE
COLLECTION OF COMPOST.

WHEREAS, the Village of Dobbs Ferry will enter into an IMA with Westchester
County for the collection of food scraps.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees of the
Village of Dobbs Ferry hereby authorizes the Village Administrator to enter into
an IMA with Westchester County for the collection of compost at the DPW
Garage.



VILLAGE OF DOBBS FERRY
Department of Public Works
112 Main Street
Dobbs Ferry, New York 10522
TEL: (914) 231-8507 • FAX: (914) 693-3470

Memorandum

To: Mayor Rossillo & the Board of Trustees
From: Jennifer Dorman, DPW Senior Office Assistant
Date: 4/22/2021
Re: Westchester County IMA: Food Scraps

As you are aware, there has been a Compost Drop Off site at the DPW Garage for the past couple of years. We currently pay Suburban Carting \$400.00 per month to pick up the compost from our garage. Attached is an IMA that we would like for the Board to consider entering into with Westchester County. The IMA would allow the County to keep a better count of our compost numbers and see if there is demand for composting in our Village (which there is) and hopefully help us qualify for curbside compost pick-up in the future. This does not cost any additional money from the Village. We would pay Westchester County directly instead of Suburban Carting and Suburban would still pick up our compost. Thank you for your consideration.

**Refuse Disposal District No. 1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program**

This Agreement made this _____ day of _____, 20__, by and between

THE COUNTY OF WESTCHESTER, acting by and through REFUSE DISPOSAL DISTRICT NO. 1, a district created pursuant to Article 5-A of the New York State County Law, having an office and place of business at 270 North Avenue, New Rochelle, New York 10801 (hereinafter the "County" or "RDD"),
and

_____, a municipal Corporation of the State of New York, having an office and place of business at _____, and a member of the County of Westchester Refuse Disposal District No. 1 (hereinafter the "Municipality").

WITNESSETH:

WHEREAS, in 1967, the County of Westchester ("County") undertook to investigate the problem of Solid Waste disposal in the County and to formulate environmentally sound, and economically viable solutions; and

WHEREAS, in 1974, pursuant to Resolution No. 162-1974, and as a result of the aforesaid investigation, the County Board of Legislators (hereinafter "WCBOL") adopted a Plan for Solid Waste Disposal in the County pursuant to which the County undertook to assist municipalities with the disposal of Municipally Collected Solid Waste, and placed an emphasis on resource recovery; and

WHEREAS, the WCBOL approved Act No. 32-1982 and created the District pursuant to Article 5-A of the New York State County Law; and

WHEREAS, the RDD from time-to-time develops additional programs to promote resource recovery for the benefit of the District members and the environment; and

WHEREAS, the County has determined that there exists an environmental benefit to the recycling of residential food scraps, has endeavored to make the collection and processing of residential food scraps economically feasible for municipalities, and has, therefore, established the Residential Food Scrap Transportation and Disposal Program ("RFSTAD"), participation in which is voluntary; and

WHEREAS, in order to memorialize and permit participation in RDD programs, the County enters into inter-municipal agreements ("IMAs") with the municipalities, and has created this IMA to permit participation in the RFSTAD; and

WHEREAS, the aforementioned Municipality seeks to take part in the RFSTAD and agrees to be bound by the terms and conditions of the RFSTAD as set forth herein, and as may be established or amended from time to time;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

Refuse Disposal District #1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program

Section 1: Term and Purpose

(a) The term of this Agreement shall commence upon execution by the Commissioner of the County of Westchester Department of Environmental Facilities, and terminate on September 30, 2023, unless sooner terminated as hereinafter provided.

(b) The Municipality shall, at its sole cost and expense, arrange for the collection of residential food scraps, as later defined herein, either through curbside collection arranged for or collected by the Municipality, or by establishing one (1) dedicated food scrap drop-off collection point using totes for collection.

(c) All totes used in connection with this IMA shall be 64 gallons in size ("Totes") and shall be clearly and permanently marked with appropriate "Recycling" and "Food Scrap" designations.

(d) The Municipality shall not accept commercial food scraps or food waste for handling, transportation, and/or disposal in connection with this IMA.

(e) "Food Scraps" shall be defined as edible and inedible, residential, spoiled, excess, and/or fragmented food, liquids, grease, food soiled non-coated papers, and compostable bags and items that have been certified as compostable by the Biodegradable Products Institute ("Food Scraps"). This definition may be modified from time to time, as may be required, or in accordance with the selected Organics Recycler's requirements, upon 30-days notice to the Municipality. Current requirements are provided in Schedule C.

(f) The County, either directly or through an agent, has or will enter into an agreement with one or more contractors for the transportation and disposal of residential food scraps to an end-point Organics Recycler, and shall pay for such transportation and disposal costs.

(g) The Municipality will receive from the County a notification of the designated transportation and disposal collection day. The County reserves the right to alter the collection schedule on 30 days prior notice.

(h) This Agreement shall be deemed executory only to the extent of money duly appropriated and made available by the County for the performance of the RFSTAD Program.

Section 2: Contamination

(a) Compliance with the acceptable materials guidelines of the Organics Recycler is required. Current requirements are annexed hereto as Schedule C. The County reserves the right to modify the acceptable materials from time to time, as may be required, upon 30-days notice to the Municipality.

(b) The Municipality shall monitor Food Scraps for contamination with unacceptable materials, and shall make best efforts to reduce and/or eliminate contamination.

(c) Copies of any educational materials provided to residents, if any have already been developed, shall be provided to the RDD.

(d) The RDD shall work with the Municipality to provide and to coordinate education programs to combat contamination of the Food Scraps, and to inform residents of and promote participation in the RFSTAD Program.

Section 3: Payment

(a) For the services to be rendered by the County pursuant to Section 2 above, the Municipality shall pay fees to the RDD in accordance with the fee schedule set forth in Schedule B, which is attached hereto and made a part hereof.

Refuse Disposal District #1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program

(b) Payments shall be made within thirty (30) days of receipt of an invoice from the County, by check payable to: "Refuse Disposal District No. 1, c/o Westchester County Department of Environmental Facilities", and shall be mailed or delivered to the Division of Solid Waste Management, Westchester County Department of Environmental Facilities, 270 North Avenue, 6th Floor, New Rochelle, New York 10801.

Section 4: Reporting

No later than March 1st of each year, the Municipality shall provide statistical information with respect to its residential food scrap recycling collections as may be maintained by the Municipality, including number of households participating.

Section 5: Insurance, and Defense and Indemnification

The Municipality shall procure and maintain insurance naming the County as additional insured, as provided and described in Schedule E, which is attached hereto and made a part hereof. The Municipality shall provide proof of such insurance with the submittal of the signed IMA, upon request of the County, and upon any renewal of the term of the IMA. In addition to, and not in limitation of the insurance provisions contained in Schedule E, the Municipality agrees:

(a) Except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Consultant; and

(b) the Municipality shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

Section 6: Termination

This Agreement may be terminated at any time by mutual agreement of the parties or upon thirty (30) days written notice by one party to the other party. In the event that this Agreement is terminated prior to the expiration date set forth in Section 1(a), above, all fees and payments owing to the County shall be immediately due and payable by the Municipality.

Section 7: Assignment, Subcontracting, and Agency

(a) Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Municipality shall not subcontract any part of its work or duties under this Agreement without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall

Refuse Disposal District #1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program

be deemed work performed by the Municipality.

(b) Nothing herein contained shall be construed to create a co-partnership between the County and the Municipality or to constitute either party as the agent of the other.

Section 8: Compliance with Law

(a) If the Municipality's residential food waste collection program includes a drop-off collection point, the Municipality shall provide to the RDD proof of compliance with 6 NYCRR Part 360 for its designated drop-off collection point.

(b) To the extent required by law, the Municipality shall conduct such site-specific environmental review(s) as necessary to comply with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations. Such reviews shall be coordinated with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement, or the minutes or a Resolution of the Municipality's governing body including a statement as to its Type II classification, if so determined.

(c) In executing their respective responsibilities under this Agreement, the County and the Municipality shall comply with all applicable federal, state, and local laws, rules and regulations.

Section 9: No Discrimination

The County and the Municipality shall not discriminate against any person on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status in the performance of this Agreement.

Section 10: Notices

All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:

Department of Environmental Facilities
Division of Solid Waste Management
270 North Avenue, 6th Floor
New Rochelle, New York 10801

with an electronic copy to:

Louis Vetrone, Deputy County Attorney
to: LJ3@westchestergov.com

Melissa-Jean Rotini, Director of Environmental Management Operations
to: MJR9@westchestergov.com

with a copy to:

Westchester County Attorney
148 Martine Avenue, 6th Floor
White Plains, New York 10601

Refuse Disposal District #1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program

To the Municipality:

or to such other addresses as either party may designate by notice.

Section 11: General Clauses

(a) This Agreement and any attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. It shall not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

(b) Notwithstanding the foregoing, the RDD reserves the right to alter or amend the definition of Food Scraps from time-to-time as necessary for compliance with the regulations of the Organics Recycler responsible for final disposal.

(c) This Agreement shall not be enforceable until executed on behalf of the parties and approved by the Office of the County Attorney.

(d) This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By:
Vincent F. Kopicki, P.E.
Commissioner
Department of Environmental Facilities

Dated

THE MUNICIPALITY

By: _____
Name: _____
Title: _____

Dated

Authorized by the Municipality by _____ on the
_____ day of _____.

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Authorized by Act No.: 2020-170 adopted by the Board of Legislators of the County of Westchester on the 5th day of October 2020, and signed by County Executive George Latimer on _____.

Approved by the Westchester County Board of Acquisition and Contract on the 8th day of August 2020 (No.: 78564: Sani-Pro Disposal Services Corp./d/b/a Suburban Carting, Co.).

Approved as to form and manner of execution:

David Vutera
Associate County Attorney

Refuse Disposal District #1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss.:

On this _____ day of _____, 2020, before me personally came
_____, to me known, and known to me to be
the _____ of _____, the municipal
corporation described in and which executed the within instrument, who being by me duly
sworn did depose and say that he/she resides at _____ and
that he/she signed his/her/their name(s) thereto by authority of the board of said municipal
corporation.

Notary Public

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CERTIFICATE OF AUTHORITY

(Municipality)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

I, _____, and officer other than the officer signing the agreement,
herby certify that I am the _____ of the
_____, a municipal corporation duly
organized in good standing under the New York State _____ Law
named in the foregoing agreement that _____, who
signed said agreement on behalf of the Municipality was, at the time of execution
_____ of the Municipality, that said agreement was duly
signed on behalf of said Municipality by authority of its _____
thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Name: _____
Title: _____

On this _____ day of _____, 2020, before me personally came
_____, to me known, and known to me to be
the _____ of _____, the municipal
corporation described in and which executed the within certificate, who being by me duly
sworn did depose and say that he/she resides at _____ and
that he/she signed his/her/their name(s) thereto by authority of the board of said municipal
corporation.

Notary Public

Refuse Disposal District #1 Inter-Municipal Agreement:
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Schedule A: Municipal Residential Food Scrap Collection Program
(to be completed by the Municipality)

Municipality: _____

Program Type: ☐ Drop-off Location ☐ Curbside Collection ☐ Both

Drop-off Location Site Name and Address:

- ☐ Registered pursuant to 6 NYCRR Part 362-3.2(c) (attach a copy of the registration)
- ☐ Exempt pursuant to 6 NYCRR Part 362-3.3(a)

Program Contact:

Name: _____

Telephone: _____

E-mail: _____

Does the program require enrollment?

- ☐ No
- ☐ Yes: Number of households currently enrolled: _____

Does the program have a limit on the number of households permitted to participate?

- ☐ No
- ☐ Yes: Limit: _____

Service type requested:

- ☐ The Municipality will deliver to Contractor's Transfer Station:
- ☐ using a curbside collection vehicle.
- ☐ by delivering Toters to the Transfer Station.
- ☐ The Contractor will collect from one Residential Food Scrap Drop-off Collection Program site.

Refuse Disposal District #1 Inter-Municipal Agreement:
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Schedule B: Fees

In consideration of the services provided by the County, the Municipality shall pay the RDD in accordance with the following fee schedule for the period from October 12, 2020, through and including October 31, 2020.

Service:	Municipal Fee:
Transportation and Disposal from the Municipality's Residential Food Scrap Drop-off Collection Program, once weekly:	\$29.28/ton*
Transportation and Disposal of the Municipality's Residential Food Scrap Collection Program, which has been delivered to Contractor's Transfer Station:	\$15.00/ton* up to 19.99 tons in a single calendar year
Transportation and Disposal of the Municipality's Residential Food Scrap Collection Program, which has been delivered to Contractor's Transfer Station:	\$10.00/ton* for tonnage of 20 tons or more in a single calendar year

*For purposes of this fee schedule, tonnage shall be averaged based upon the number of Toters collected from the Municipal Drop-off Location, with the weight of each Toter being calculated at 200 lbs per Toter. It is expressly acknowledged and agreed by the parties that there will be no adjustment or reduction for partially filled Toters and that each Toter will be calculated using the maximum estimated weight.

Effective November 1, 2020, and for each subsequent year of the term of this Agreement, and any extensions thereto, each item in the fee schedule shall increase the amount of the Adjustment Factor as determined in connection with the District's Solid Waste Inter-Municipal Agreement, whether or not the Municipality is party to the Solid Waste IMA.

No local municipality shall charge a fee to any resident or any other local municipality in connection with this Agreement.

Refuse Disposal District #1 Inter-Municipal Agreement:
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Schedule C: Organics Recycler's Material Guidelines

[Page Intentionally Blank- Guidelines Attached]

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Schedule D: Grant Information – For Informational Purposes Only

Currently, the NYSDEC has grant opportunities available for supplies to establish a Food Scrap Drop-off Collection Site. This information is subject to change and/or modification by the NYSDEC and is provided by the County solely for informational purposes.

Ensure your organization is registered in the NYS Grants Gateway:

- 1) Visit <https://grantsmanagement.ny.gov/> to complete the registration.
 - 2) Download and complete the Registration Form for Administrators. Send with accompanying documentation by mail to: Grants Management, 99 Washington Avenue Room 1550, Albany, NY 12210-2814.
 - 3) If your organization does not already have a New York State SFS Vendor ID, the Grants Management staff will obtain one for you. To do so, you must download, complete, and attach the Substitute W-9 Form. If your organization already has an SFS Vendor ID, do not submit a Substitute W-9 form. Please note, the process for obtaining an SFS Vendor ID can take 3-5 business days.
 - 4) Attach an organizational chart showing the head of your organization that identifies current leadership and staff members by position, name, and title. A Sample Organization Chart is available for you to view online.
- Please note:* New York State Grants Management reserves 5-10 business days from the receipt of complete materials to process a registration request.

Once your organization is enrolled, complete the application for the NYS DEC Municipal Waste Reduction and Recycling Program (“MWRR”)

- 1) Search for the “Municipal Waste Reduction and Recycling Program” under grant opportunities. Then begin filling out the electronic Grant Opportunity. *Pro Tip:* The Gateway has a safety feature which automatically logs off after 3 minutes of inactivity.
- 2) Access the Application using the Application Search.
- 3) Click the Forms Menu link.
- 4) Complete the Project Site Address and Program Specific Questions forms. These forms are required for all grant applications.
 - Provide a thorough explanation of the program for which you will use the containers, and provide an estimated lifespan
 - Not all program specific questions listed require answers. If a question is clearly for another type of recycling program just place “N/A” in the answer field.
- 5) Complete the Budget and Workplan forms as directed by the DEC. These forms are required for most grant applications.
- 6) When completing the Budget Table, all composting bins and toters will be placed under the “Equipment” category.
- 7) Upload additionally required materials to the Pre-submission Uploads and/or Grantee Document Folder as directed by the State agency.
- 8) As changes are made, be sure to click the Save button on each page.
- 9) Click the Check Global Errors button to make certain your application is without errors.
- 10) Use the Print Application feature to preview the application.
- 11) To submit the application, ensure the user is logged into the Grants Gateway as either a Grantee System Administrator or a Grantee Contract Signatory. Only users in one of these roles will be able to submit. Verify user roles by clicking on the details link near the top of the page.

Refuse Disposal District #1 Inter-Municipal Agreement:
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Schedule E: Standard Insurance Provisions (Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

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- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for

Refuse Disposal District #1 Inter-Municipal Agreement:
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any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.