



## **VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA**

**MEETING DATE:** JUNE 9, 2020

**AGENDA ITEM SECTION:** MATTERS REQUIRING ACTION

**AGENDA ITEM NO. :** 4

**AGENDA ITEM:** CONSIDER A MOTION TO AUTHORIZE THE MAYOR TO SIGN AN INTER-MUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY FOR SOLID WASTE AND RECYCLABLES DISPOSAL FOR REFUSE DISPOSAL DISTRICT #1, SUBJECT TO REVIEW BY THE ATTORNEY FOR THE VILLAGE

**ITEM BACKUP DOCUMENTATION:**

1. LETTER AND ATTACHMENTS DATED MAY 27, 2020 FROM MR. LOUIS J. VETRONE/DEPUTY COMMISSIONER WESTCHESTER COUNTY DEPARTMENT OF ENVIRONMENTAL FACILITIES TO MS. ELIZABETH DREAPER/VILLAGE CLERK
2. LETTER DATED JUNE 2, 2020 FROM MR. LOUIS J. VETRONE/DEPUTY COMMISSIONER WESTCHESTER COUNTY DEPARTMENT OF ENVIRONMENTAL FACILITIES TO MS. ELIZABETH DREAPER/VILLAGE CLERK



George Latimer  
County Executive

Department of Environmental Facilities

Vincent Kopicki, P.E.  
Commissioner

May 27, 2020

Village Clerk Elizabeth Dreaper  
Village of Dobbs Ferry  
112 Main Street  
Dobbs Ferry, NY 10522

Dear Village Clerk Dreaper:

The Westchester County Board of Legislators approved the Inter-Municipal Agreement (“IMA”) for Solid Waste and Recyclables Disposal for Refuse Disposal District #1.

Under the new IMA, the tip-fee for solid waste is \$29.28 per ton through October 21, 2024, and will be subject to an Adjustment Factor equal to the Consumer Price Index for each year thereafter that the IMA remains in effect.

As soon as possible, please return:

- 1) three (3) signed copies of the IMA;
- 2) the completed Certificate of Authority;
- 3) duly executed acknowledgement;
- 4) a certified copy of your authorized resolution; and
- 5) proof of insurance in compliance with Schedule D of the IMA, included herein for your reference.

If you have any questions, please contact Mario Parise at 914-813-5453.

Sincerely,

Louis J. Vetrone  
Deputy Commissioner

Enclosures:

- Schedule D
- Instruction Sheet
- IMA Form



**INTERMUNICIPAL AGREEMENT (IMA)  
for Solid Waste and Recyclables Disposal for  
Refuse Disposal District #1**

**Instructions for completing the IMA:**

**1. Complete page one (1), four (4), the Municipality's Acknowledgment, and the Certificate of Authority**

**Page 1:** Fill-in date IMA is being signed, name of municipality, and address in spaces provided.

**Page 4:** Fill-in Municipality name as well as the printed name and title of the person executing the agreement under "Municipality".

**2. Make three (3) copies of the IMA.**

**3. Fill-in and Execute all three copies with original signatures appearing on Page 4 for the person executing the agreement, the Municipality's Acknowledgment, and the Certificate of Authority.**

**4. Return the three (3) signed copies of the IMA, a certified copy of your authorized resolution, and proof of insurance in compliance with Schedule D of the IMA to:**

**Mario Parise  
Westchester County Dept. of Environmental Facilities  
270 North Avenue (6<sup>th</sup> floor)  
New Rochelle, NY 10801**

When all the above requirements are fulfilled, the County will execute its portion of the Agreement and return one original copy to the municipality.

**Any questions? Contact Mario Parise at (914) 813-5453**

THIS AMENDMENT made this 9<sup>th</sup> day of JUNE, 2020, 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 by Act No. 32-1982 of the Westchester County Board of Legislators, having an office and place of business at 270 North Avenue, New Rochelle, New York 10801 (hereinafter referred to as either the "County" or the "District")

and

THE VILLAGE OF DOBBS FERRY, a municipal Corporation of the State of New York, having an office and place of business 112 MAIN STREET DOBBS FERRY, NEW YORK 10522 (hereinafter referred to as "Participant")

**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 "County Board") 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 County entered into an agreement with the City of Peekskill dated January 25, 1979, relating to the construction and operation of a Resource Recovery Facility in Peekskill; and

**WHEREAS**, the County Board approved Act No. 32-1982 and created the District pursuant to Article 5-A of the New York State County Law and intermunicipal agreements were executed with the municipalities that comprise the District to guarantee the amount of Solid Waste necessary to operate the Resource Recovery Facility; and

**WHEREAS**, the Resource Recovery Facility commenced operation in 1984; and

**WHEREAS**, the County entered into intermunicipal agreements (“IMAs”) with the Participants to accept Recyclables and Participants agreed to deliver all Recyclables they collected to the County; and the County agreed to process the Recyclables at the Material Recovery Facility which commenced operation on or about September 2, 1992; and

**WHEREAS**, the Initial Term of the current IMAs for solid waste and recyclables between the County and the Participants will expire on October 21, 2019, and is subject to renewal for an additional five years at the County’s option; and

**WHEREAS**, the County and the Participant agree that the current IMA between the parties is mutually beneficial; and

**WHEREAS**, the parties seek to continue the efficient operation of the District's Solid Waste Management and Disposal System; and

**WHEREAS**, the County and the Participant seek to renew the IMA, which they agree is mutually beneficial; and

**WHEREAS**, Participant seeks assurance that the County will, during the term of this Agreement, accept all of Participant's Municipally Collected Solid Waste at a guaranteed price per ton, subject to annual adjustments based on the change in the consumer price index, and that the County will continue the current system of Recyclables collection and processing; and

**WHEREAS**, the parties seek to clarify the handling of deliveries of Municipally Collected Solid Waste containing Rejects; and

**WHEREAS**, the Parties acknowledge that the County may during the term of this Amendment institute a separate food waste recycling program and that this Amendment does not govern participation in any such program; and

**WHEREAS**, the County is mandated to control the discharge of leachate at its Material Recovery Facility and Transfer Stations and has determined that leaking collection vehicles are a significant source of leachate; and

**WHEREAS**, the parties have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to effect the purposes of this Agreement and enter into this Agreement pursuant to their respective lawful authorities.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties do hereby promise and agree as follows:

1. All defined terms shall have the meanings ascribed to them in the IMA.
2. The IMA is amended to extend the Term for the period from October 22, 2019 through October 21, 2024, unless terminated sooner.
3. The IMA is amended to provide that to the extent any delivery of Recyclables contains in excess of ten percent (10%) by weight of Rejects, as determined in the sole discretion of the County, the Participant shall be charged the Solid Waste Tipping Fee for the entire delivery.
4. The Parties acknowledge that the County may during the term of this Amendment institute a separate food waste recycling program and that, in order to participate therein, the Participant and County would need to enter into a separate agreement.

5. The Participant further acknowledges and agrees that it shall take all necessary steps to ensure its vehicles are sealed and do not leak or otherwise discharge leachate or liquid from the vehicle other than on the tipping floor. The County shall notify Participant and the operator of any vehicle in violation of this provision.

6. Except as otherwise provided herein, all other terms and conditions of the IMA shall remain in full force and effect.

7. This Amendment shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Amendment the day and year first above mentioned.

**THE COUNTY OF WESTCHESTER,  
ACTING BY AND THROUGH REFUSE  
DISPOSAL DISTRICT NO. 1**

\_\_\_\_\_  
By:

MUNICIPALITY: VILLAGE OF DOBBS FERRY

\_\_\_\_\_  
Name and Title: VINCENT ROSSILLO  
VILLAGE MAYOR

Approved by the Board of Legislators of the County of Westchester at a meeting duly held on the 24th day of February, 2020.

Approved as to form and  
manner of execution

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Associate County Attorney  
The County of Westchester  
S/Vutera/DXF/115606/IMA Amendment for Solid Waste 1-14-2020



**MUNICIPALITY'S ACKNOWLEDGEMENT**

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

On this 9<sup>th</sup> day of JUNE 2020, before me personally came VINCENT ROSSILLO, to me known, and known to me to be the MAYOR of THE VILLAGE OF DOBBS FERRY, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said MAYOR resides at 158 OGDEN AVENUE and that he/she is the MAYOR of said municipal corporation.

\_\_\_\_\_  
Notary Public        County WESTCHESTER

**CERTIFICATE OF AUTHORITY**  
(Municipality)

I, ELIZABETH A. DREAPER, certify that I am the  
(Officer other than officer signing contract)

VILLAGE CLERK of the VILLAGE OF DOBBS FERRY  
(Title) (Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the \_\_\_\_\_

NEW YORK STATE GENERAL MUNICIPAL LAW  
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that VINCENT ROSSILLO who signed said  
(Person executing agreement)

agreement on behalf of the Municipality was, at the time of execution MAYOR of  
(Title of such person),

the Municipality, that said agreement was duly signed for on behalf of said Municipality by

authority of its VILLAGE BOARD OF TRUSTEES thereunto duly authorized,  
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)  
ELIZABETH A. DREAPER  
VILLAGE CLERK

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

On this 9<sup>th</sup> day of JUNE 2020, before me personally came ELIZABETH A. DREAPER  
whose signature appears above, to me known, and know to be the  
VILLAGE CLERK of THE VILLAGE OF DOBBS FERRY,  
(Title)

the municipal corporation described in and which executed the above certificate, who being by me  
duly sworn did depose and say that she, the said VILLAGE CLERK  
resides at IRVINGTON, NEW YORK, and that he/she  
is the VILLAGE CLERK of said municipal corporation.  
(Title)

\_\_\_\_\_  
Notary Public County WESTCHESTER

**SCHEDULE "D"**

**STANDARD INSURANCE PROVISIONS**  
**(MUNICIPALITY)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, 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 County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. 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 and adjusted with the County.

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 any operations under the Agreement, except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, 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 County of Westchester.

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 "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) 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: [www.wcb.state.ny.us](http://www.wcb.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's 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) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (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 of Westchester (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 any and all losses covered by the above-described insurance.

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

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (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.



George Latimer  
County Executive

Department of Environmental Facilities

Vincent Kopicki, P.E.  
Commissioner

June 2, 2020

Village Clerk Elizabeth Dreaper  
Village of Dobbs Ferry  
112 Main Street  
Dobbs Ferry, NY 10522

Dear Village Clerk Dreaper:

The prior letter regarding the Inter-Municipal Agreement ("IMA") for Solid Waste and Recyclables Disposal for Refuse Disposal District #1 stated that the new IMA, the tip-fee for solid waste is \$29.28 per ton through October 21, 2024, and will be subject to an Adjustment Factor equal to the Consumer Price Index for each year that the IMA remains in effect.

**For clarification purposes, \$29.28 per ton is the base rate of the IMA and that rate is subject to an Adjustment Factor equal to the Consumer Price Index each year, to wit: the current rate is \$29.28 per ton, which will be adjusted on October 21, 2021, October 21, 2022, October 21, 2023, and October 21, 2024.**

If you have any questions, please contact Mario Parise at 914-813-5453. Thank you.

Sincerely,

*Louis Vetrone / smg*

Louis J. Vetrone  
Deputy Commissioner