

**HONORABLE BOARD OF LEGISLATORS  
THE COUNTY OF WESTCHESTER**

Your Committee is in receipt of a communication from the County Executive recommending approval of an Act which, if adopted by this Honorable Board, would authorize the County of Westchester (the "County"), acting by and through Refuse Disposal District No. 1 ("District"), to enter into intermunicipal agreements ("IMAs") with municipalities located within the County for the establishment of a Residential Food Scrap Transportation and Disposal Program ("RFSTAD"). The initial term of the RFSTAD Program will be for a term of three years.

In February 1988, a Comprehensive Recycling Plan was submitted to your Honorable Board that proposed various strategies and programs, each designed to increase recycling of solid waste in the County. After careful consideration and extensive examination, your Honorable Board approved this plan in concept through Resolution No. 155-1988 and subsequently authorized several programs proposed therein. The Solid Waste Division of the Department of Environmental Facilities maintains these programs and continues to develop new ways to address the environmental and recycling needs in the County.

The County is the State-mandated Solid Waste Planning Unit for Westchester County and undertakes programs for recycling and environmentally sound disposal of waste from municipalities within the County. It is presently estimated that approximately 22% of the County's residential waste stream is food waste. Several municipalities have commenced food scrap recycling programs, but the cost places a burden on the municipalities and makes it prohibitive for others. The RFSTAD Program will assist municipalities by establishing and continuing these programs through the District at a subsidized rate.

Your Committee is advised that in order to effectuate this program, the County advertised for bids to transport and dispose of residential food scraps for recycling, and entered into a contract with Sani-Pro Services d/b/a Suburban Carting, which handles many of the existing municipal food scrap programs. In connection with this program, Suburban Carting will be

providing access to their transfer station, where they will combine the materials collected and delivered from the municipalities, and transport the material to an organics recycler.

This voluntary program offers two options to District municipalities:

- Option One, which has the greatest cost savings, provides for municipalities to deliver food scraps to Suburban's Transfer Station. The food scraps can be delivered following curbside collection, or delivered in totes from drop-off programs. Municipalities would pay \$15.00/ton for up to 19.99 tons of food scraps in a single calendar year, and \$10.00/ton for tonnage of 20 tons or more.
- Option Two provides pick-up service from the municipal drop-off programs and delivery to Suburban's Transfer Station. Under this option the municipalities would pay the same rate as they currently pay for municipal solid waste, \$29.28/ton.

Under the proposed IMAs, these rates would be adjusted annually in accordance with the annual adjustment factor, as determined in the Solid Waste IMA. These rates are subsidized by the District and constitute a significant reduction over the rate charged to the County under the contract with Suburban. The RFSTAD Program is structured to allow participation of non-District municipalities, which would be required to reimburse the District at the then applicable rate paid by the District.

The Planning Department has advised that, based on its review, the proposed IMAs constitute a "Type II" under the State Environmental Quality Review Act, 6 NYCRR Part 617 ("SEQRA), which is an action determined not to have a significant effect on the environment and therefore does not require further environmental review. A copy of the SEQRA documentation is annexed hereto. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of your Honorable Board is required for approval of the attached Act.

Your Committee has carefully considered and recommends approval of the attached Act.

Dated: September 21, 2020

White Plains, New York

Admiral by  
Benjamin Bayliff  
KJ Seville

Admiral by  
Vedat Sobhi  
Benjamin Bayliff  
KJ Seville

Environment & Health  
COMMITTEE ON

Budget & Appropriations

Dated: September 21, 2020  
White Plains, New York

*The following members attended the meeting remotely, as per Governor Cuomo's Executive Order 202.1 and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.*

Committee(s) on:

**Environment & Health**

*Nancy E. Pan*

*Mary Jane Skomski*

*Ruth Walter*

*Catherine F. Parker*

**Budget & Appropriations**

*Catherine F. Parker*

*Doris A. Jubist*

*Ruth Walter*

*Margaret A. Cunzio*

*Alfreda Willis*

*Nancy E. Pan*

*Christy*

# FISCAL IMPACT STATEMENT

SUBJECT: Residential Food Scrap Transportation and Disposal

NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

(To be completed by operating department and reviewed by Budget Department)

A)  GENERAL FUND       AIRPORT       SPECIAL REVENUE FUND (Districts)

### B) EXPENSES AND REVENUES

Total Current Year Cost      \$ 200,000

Total Current Year Revenue \$ 36,486

Source of Funds (check one):       Current Appropriations

Transfer of Existing Appropriations

Additional Appropriations

Other (explain)

Identify Accounts: 251-60-7700-4380

Potential Related Operating Budget Expenses:

Annual Amount \$ 600,000

Describe: Assuming 50 tons a week

Potential Related Revenues:

Annual Amount \$ 109,458

Describe: Assuming 50 tons a week and that 90% comes from District Municipalities

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: \_\_\_\_\_

Next Four years: \_\_\_\_\_

Prepared by: Erin M. O'Shea

Title: Deputy Commissioner

Department: Environmental Facilities


Reviewed By: 

Budget Director

8/20/20

If you need more space, please attach additional sheets.

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

FROM: David S. Kvinge, AICP, RLA, CFM   
Director of Environmental Planning

DATE: August 12, 2020

SUBJECT: **STATE ENVIRONMENTAL QUALITY REVIEW FOR RESIDENTIAL  
FOOD SCRAP TRANSPORTATION AND DISPOSAL PROGRAM**

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**PROJECT/ACTION:** The establishment of a Residential Food Scrap Transportation and Disposal Program ("RFSTAD") by the County of Westchester, Department of Environmental Facilities on behalf of Refuse Disposal District No. 1, providing for the transportation and disposal of source separated residential food scraps to an organics recycler. The initial term of the RFSTAD Program will be for a term of September 1, 2020, through August 30, 2023.

**With respect to the State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617, the Planning Department recommends that no further environmental review is required because the project/action:**

**DOES NOT MEET THE DEFINITION OF AN "ACTION" AS DEFINED UNDER SECTION 617.2(b)**

**MAY BE CLASSIFIED AS TYPE II PURSUANT TO SECTIONS:**

**617.5(c)(26):** routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment.

**617.5(c)(33):** adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list.

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**COMMENTS:** The County and its Department of Environmental Facilities, is the State-mandated Solid Waste Planning Unit for Westchester County, and is therefore required to undertake programs for the recycling or environmentally sound disposal of solid waste, including food waste. A Comprehensive Recycling Plan was submitted to the BOL in February 1988, which was approved in concept as Resolution No. 155-1988, and subsequently authorized several programs proposed therein. This action is an extension of the Comprehensive Recycling Plan.

DSK/mjr

cc: Louis Vetrone, Deputy Commissioner  
Melissa-Jean Rotini, Director of Environmental Management Operations

**ACT NO. 170 - 2020**

AN ACT authorizing the County of Westchester, acting by and through Refuse Disposal District No. 1, to enter into intermunicipal agreements with municipalities located within the County for the establishment of a Residential Food Scrap Transportation and Disposal Program for a three-year term.

**BE IT ENACTED** by the Board of Legislators of the County of Westchester as follows:

**Section 1.** The County of Westchester (the “County”), acting by and through Refuse Disposal District No. 1 (“District”) is hereby authorized to enter into intermunicipal agreements (“IMAs”) with municipalities located within the County for the establishment of a Residential Food Scrap Transportation and Disposal Program for a three-year term.

**§2.** District member and non-member municipalities shall be eligible to participate in this voluntary program. Pursuant to the IMAs, each municipality may either:

- (a) deliver to the County contractor’s transfer station source separated food scraps received at the host municipality’s food scrap drop-off program sites, and/or collected by the municipality through curbside collection routes. The County shall pay the tip and disposal fee for such deliveries (currently \$80/ton), and any participating District municipality shall pay the rate of \$15/ton for the first 19.99 tons in any calendar year, and \$10/ton for tonnage over that amount in any calendar year. Any participating municipality that is not a member of the District shall reimburse the County at the then current rate paid by the District to the contractor; or
- (b) collect food scraps at a single drop-off program location within the local municipality to be transported by the County contractor to the County contractor’s transfer station. The County shall pay the collection and disposal fee (currently \$230/ton), and any participating District municipality shall pay the rate of \$29.28/ton. Any participating

municipality that is not a member of the District shall be responsible to reimburse the County at the then current rate paid by the District to the Contractor.

§3. Food scraps collected shall be combined with food scraps from other locales and delivered to an organics recycler, as defined in the agreement with the County contractor for recycling and/or energy reclamation.

§4. The rate charged to any participating municipality for the program shall be adjusted annually in accordance with the annual adjustment factor as determined by the District Solid Waste Disposal IMA, whether or not the municipality is a party to the District Solid Waste Disposal IMA.

§5. The IMAs shall require each host municipality to indemnify and defend the County against any claims arising out of the IMA.

§6. The County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents and take all actions necessary and appropriate to effectuate the purposes hereof.

§7. This Act shall take effect immediately.



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

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 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, 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 be three (3) years commencing upon execution by the Commissioner of the County of Westchester Department of Environmental Facilities, and terminating on \_\_\_\_\_, 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 toters for collection.

(c) All toters used in connection with this IMA shall be 64 gallons in size ("Toters") 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, 6<sup>th</sup> Floor, New Rochelle, New York 10801.

**Section 4: Reporting**

No later than March 1<sup>st</sup> 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, 6<sup>th</sup> Floor  
New Rochelle, New York 10801

with an electronic copy to:

Louis Vetrone, Deputy County Attorney  
to: LJV3@westchestergov.com

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

with a copy to:

Westchester County Attorney  
148 Martine Avenue, 6<sup>th</sup> 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

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

Authorized by Act No.: \_\_\_\_\_ adopted by the Board of Legislators of the County of Westchester on the \_\_\_\_\_ day of \_\_\_\_\_.

Approved by the Westchester County Board of Acquisition and Contract on the \_\_\_\_\_ day of \_\_\_\_\_.

Approved as to form and manner of execution:

\_\_\_\_\_  
David L. Vutera  
Associate County Attorney  
Vutera/DXF/113477/IMA for Food Waste District Member

**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

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

**CERTIFICATE OF AUTHORITY**  
(Municipality)

STATE OF NEW YORK )

COUNTY OF WESTCHESTER ) ss.:

I, \_\_\_\_\_, and officer other than the officer signing the agreement, hereby 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:**  
**Residential Food Scrap Transportation & Disposal Program**

**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:  
Residential Food Scrap Transportation & Disposal Program**

**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 \_\_\_\_\_ through and including \_\_\_\_\_.

<b>Service:</b>	<b>Municipal Fee:</b>
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, 2021, 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:**  
**Residential Food Scrap Transportation & Disposal Program**

**Schedule C: Organics Recycler's Material Guidelines**

[Page Intentionally Blank- Guidelines Attached]

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

**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

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

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:**  
**Residential Food Scrap Transportation & Disposal Program**

**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

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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.



STATE OF NEW YORK            )  
  )    ss.  
WESTCHESTER COUNTY        )

I HEREBY CERTIFY that I have compared the foregoing Act, Act No. 170 - 2020, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Act, which was duly adopted by the County Board of Legislators, of the County of Westchester on October 5, 2020, and approved by the County Executive on October 6, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 8<sup>th</sup> day of October, 2020.



Malika Vanderberg

The Clerk of the Westchester County  
Board of Legislators

County of Westchester, New York

