



Department of Emergency Services

Memorandum

12674

DATE: July 8, 2010

TO: Board of Acquisition and Contract

FROM: Anthony W. Sutton, Commissioner of Emergency Services

RE: **Resolution authorizing the County of Westchester (“County”) to enter into a Memorandum of Understanding with the New York Medical College (the “Medical College”) regarding the presence of hazardous materials at the Medical College’s Valhalla Campus**

As a result of an inspection by the Hazardous Waste Division of the New York State Department of Environmental Conservation (“DEC”), the Medical College has been directed by DEC to enter into a Memorandum of Understanding (“MOU”) with all local emergency service providers. The Medical College, at its Valhalla campus, generates a small quantity of hazardous waste and as such is required to report the presence of such hazardous materials to those called upon to respond to an emergency involving the presence of hazardous materials. The purpose of the MOU is to notify the County of the presence of hazardous materials in compliance with New York State General Municipal Law §209-u.

The County Department of Emergency Services will act as the lead department for purposes of the MOU and will coordinate with the Departments of Public Safety, Health and Environmental Facilities. The Medical College will keep the County informed regarding space layout, locations of hazardous materials, locations of emergency response equipment, and other relevant information. The MOU will commence upon execution and continue in effect until terminated. Both parties will have the right to terminate the MOU on thirty (30) days written notice to the other. There will be no cost to the County.

The MOU will provide the County with important information regarding potential exposure to hazardous materials when responding to emergency situations at the Medical College’s Valhalla Campus. The County will be able to determine the effectiveness of the MOU by verifying the accuracy of the information provided by the Medical College whenever the County responds to an emergency at the Medical College.

The public purpose of this program is to identify the roles and responsibilities of emergency service providers and to deliver standard services and exercise all necessary precautions associated with the hazardous waste located in Valhalla.

The goal and objective of the MOU is to enable the County to have prior knowledge of the location of hazardous waste, which thereby provides the County the enhanced ability to take necessary precautionary measures when responding to emergencies at the Medical College. As a result, the County can protect the health, safety and welfare of the public, as well as those called upon to respond to emergencies at the Medical College's Valhalla Campus.

The goals and objectives of this program will be tracked and monitored by the New York Medical College who will, in turn, keep the Commissioner of Emergency Services informed of pertinent information associated with hazardous materials located at Medical College's Valhalla Campus.

Accordingly, authority is requested to authorize the County of Westchester to enter into a Memorandum of Understanding with New York Medical College. Approval of the attached resolution by your Honorable Board is requested.

AWS/TSA/nn
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 7-22-2010 - JOMAR VIEIRA, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of Emergency Services, be it hereby

RESOLVED, that the County of Westchester, acting by and through its Department of Emergency Services, is authorized to enter into a Memorandum of Understanding (“MOU”) with New York Medical College (“Medical College”) to identify the roles and responsibilities of the Medical College and the County with respect to the Medical College’s status as a generator of hazardous waste and also to require the Medical College to notify the County of the presence of hazardous materials in compliance with New York State General Municipal Law §209-u; and be it further

RESOLVED, that the Department of Emergency Services will act as the lead department for purposes of the MOU and will coordinate with the Departments of Public Safety, Health and Environmental Facilities; and be it further

RESOLVED, that the MOU will commence upon execution and continue until terminated by either party on thirty (30) days written notice to the other. There will be no cost to the County; and be it further

RESOLVED, that the County Executive or his authorized designee is hereby authorized to execute all instruments and take all actions necessary to implement this Resolution.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	N/A					0

Budget Funding Year(s) _____ Start Date Upon Execution End Date Open Ended
 (must match resolution)

Funding Source Tax Dollars _____
 State Aid _____
 \$ _____ Federal Aid _____
 (must match resolution) Other _____