

**28250**

July 20, 2012

TO: Board of Acquisition and Contract

FROM: George N. Longworth  
Commissioner-Sheriff  
Department of Public Safety Services

Re: Resolution authorizing the County of Westchester, acting by and through its Department of Public Safety Services, to amend an Agreement with Wheelabrator Westchester, L.P. in order to: (1) extend the term of the agreement for an additional 3 years for a new contract termination date of September 30, 2015 and (2) increase the contract not-to-exceed amount authorized thereunder by an additional \$12,300.00 for a new total amount not-to-exceed \$24,600.00

Pursuant to a resolution approved on November 24, 2009 your Honorable Board authorized the County of Westchester, acting by and through the Department of Public Safety Services ("Department"), to enter into an agreement with Wheelabrator Westchester, L.P. ("Wheelabrator") for the disposal and incineration of solid waste/evidence and household pharmaceuticals that must be witnessed by a police officer at the time of disposal for the period October 1, 2009 through September 30, 2012 for a total contract amount not-to-exceed Twelve Thousand Three Hundred (\$12,300.00) Dollars (the "Agreement"). The Agreement was subsequently executed.

Attached for your consideration is a Resolution which, if approved by your Honorable Board, would authorize the County to amend the aforesaid Agreement in order to: (1) extend the term of the agreement for an additional 3 years for a new contract termination date of September 30, 2015 and (2) increase the contract not-to-exceed amount by an additional Twelve Thousand Three Hundred (\$12,300.00) Dollars for a new total amount not-to-exceed Twenty Four Thousand Six Hundred (\$24,600.00) Dollars in accordance with the disposal fee rates set forth in Attachment "A" of the Agreement.

Wheelabrator is the only licensed resource recovery facility in Westchester County that allows police officers to witness burns (which is a requirement when burning certain items). Given the increased costs associated with travel time to supervise burns outside the County of Westchester and the fact that the County has a ten year agreement with Wheelabrator to operate the resource recovery facility, I believe it is in the County's best interest to enter into this agreement.

The proposed agreement is in the public's best interest as it will enable the County to continue to dispose of solid waste/evidence and household pharmaceuticals and will serve to protect the County's resources by eliminating the disposal of same into the consumer waste stream which could cause contamination of vital water resources. This agreement will also promote the safety and well-being of County residents by removing from the general waste stream items that could be dangerous to health and safety.

The goals and objectives of this agreement are to protect the public and the environment by ensuring that narcotics and controlled substances do not circulate back to the streets, or any other part, of our County. This will be accomplished by assigning a police officer to observe the destruction of evidence to maintain the integrity of the process. This program will also ensure that the County's critical drinking water sources are protected from the inflow of substances which could alter the quality of drinking water and could cause harm to animal or human health. In addition, removing expired and/or unused medications from the medicine cabinets of Westchester County residents will help ensure that medications are not misused or abused.

A form will be filled out listing evidence and/or each medication accepted to include all Household Pharmaceutical Waste received at County events. Utilizing this documentation, the police officer will assure that all evidence/medications collected are properly disposed of at Wheelabrator.

By previous resolution adopted by your Honorable Board on even date herewith, it was determined that this procurement is exempt under Section 3(a)(xxi) of the County's Procurement Policy. A resolution has been submitted of even date herewith by which your Honorable Board would make a similar determination to exempt the extension of the agreement under Section 3(a)(xxi).

Except as specifically amended hereby, all remaining terms and conditions of the Agreement shall remain in full force and effect.

Based upon the foregoing, I most respectfully recommend approval of the attached Resolution.

GNL/cs  
Attachment

## RESOLUTION

Upon communication from the Commissioner-Sheriff of Public Safety, it is hereby

**RESOLVED**, that the County of Westchester, acting by and through the Department of Public Safety is hereby authorized to amend an agreement with Wheelabrator Westchester, L.P. (“Wheelabrator”) for the disposal and incineration of solid waste/evidence and household pharmaceuticals that must be witnessed by a police officer at the time of disposal for the period October 1, 2009 through September 30, 2012 for a total contract amount not-to-exceed Twelve Thousand Three Hundred (\$12,300.00) Dollars (the “Agreement”) in order to: 1) extend the term of the agreement for an additional 3 years for a new contract termination date of September 30, 2015 and (2) increase the contract not-to-exceed amount by an additional Twelve Thousand Three Hundred (\$12,300.00) Dollars for a new total amount not-to-exceed Twenty-Four Thousand Six Hundred (\$24,600.00) Dollars in accordance with the disposal fee rates set forth in Attachment “A “ of the Agreement; and be it further

**RESOLVED**, that except as specifically amended hereby, all terms and conditions of the original agreement shall remain in full force and effect; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

<u>Original Contract Amount:</u>	<u>\$12,300.00</u>
<u>First Amendment:</u>	<u>\$12,300.00</u>
<u>Total:</u>	<u>\$24,600.00</u>

Account to be Charged/credited	Fund	Agency	Capital Project Or Org	Object/ Sub Object	Activity	Dollars
2012	101	38	2000	4380		\$ 275
2013	101	38	2000	4380		\$1,100
2014	101	38	2000	4380		\$1,100
2015	101	38	2000	4380		\$ 825
2012	251	60	7700:7700	4380		\$ 750
2013	251	60	7700:7700	4380		\$3,000
2014	251	60	7700:7700	4380		\$3,000
2015	251	60	7700:7700	4380		\$2,250

Budget Funding Year(s) 2012-2015 Start Date 10/1/12 End Date 9/30/15  
 (must match resolution)

Funding Source Tax Dollars \$12,300  
 State Aid \_\_\_\_\_  
\$12,300 Federal Aid \_\_\_\_\_  
 (must match resolution) Other \_\_\_\_\_

**ATTACHMENT A**

The following is the standard Accepted Special Waste tip fees per ton:

- For waste that is brought up the elevator and directly fed into the hopper(s). **\$275.00**
- For waste that is placed in the pit and immediately fed into the hopper(s) with the grapple. **\$225.00**
- For waste placed in the pit that is delivered in vehicles requiring manual uploading with forklifts/pallet jacks. **\$170.00**
- For waste placed in the pit that is delivered in self-unloading vehicles. **\$150.00**
- For Household Pharmaceutical Waste per Event. **\$250.00**

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/16/2012 - JOHANNY VIEIRA, SECRETARY