

**65533**

October 17, 2018

TO: Board of Acquisition and Contract

FROM: Thomas A. Gleason  
Acting Commissioner-Sheriff

Re: Resolution authorizing the County of Westchester, acting by and through its Department of Public Safety Services, to enter into an agreement with Wheelabrator Westchester, L.P. for the period from October 1, 2018 through September 30, 2021 with the total contract amount not-to-exceed \$68,640.00

Attached for your consideration is a Resolution which, if approved by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through the Department of Public Safety, 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 from October 1, 2018 through September 30, 2021 with the total contract amount not-to-exceed 68,640.00 (the "Agreement") in accordance with an approved budget.

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 and the fact that the County has an 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 proposed Agreement, if approved, shall contain the following defense and indemnity clause (the County is referred to as "Customer"):

“Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys’ fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer’s breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents, subcontractors or haulers in the performance of this Agreement.”

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.

Authority to exempt this Agreement from the requirements of the Westchester County Procurement Policy and Procedures pursuant to Section 3(a) xxi thereof has been submitted to your Honorable Board in accordance with a separate resolution of even date herewith.

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

TAG/cs/jrc  
Attachment

## RESOLUTION

Upon communication from the Acting 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 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 from October 1, 2018 through September 30, 2021, for a total contract amount not-to-exceed 68,640.00 (the “Agreement”) in accordance with an approved budget; and be it further

**RESOLVED**, that Agreement shall contain the following defense and indemnity clause (the County is referred to as “Customer”):

“Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys’ fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer’s breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents, subcontractors or haulers in the performance of this Agreement.”;

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.

Account to be Charged/credited	Fund	Agency	Capital Project Or Org	Object/ Sub Object	Activity	Dollars
2018	101	38	2000	4380		\$ 312
2019	101	38	2000	4380		\$1,352
2020	101	38	2000	4380		\$1,456
2021	101	38	2000	4380		\$1,170
2018	251	60	7800	4380		\$ 4,680
2019	251	60	7800	4380		\$20,280
2020	251	60	7800	4380		\$21,840
2021	251	60	7800	4380		\$17,550

Budget Funding Year(s) 2018-2021 Start Date 10/1/18 End Date 9/30/21  
 (must match resolution)

Funding Source Tax Dollars \$68,640

State Aid \_\_\_\_\_

\$68,640 Federal Aid \_\_\_\_\_

(must match resolution)

Other \_\_\_\_\_