

ENVIRONMENT COMMITTEE
TUESDAY, APRIL 5, 2022

Call to Order:

Committee Members: Casale, Choquette, Zalewski

Non-Voting Members:

Staff Present:

Guests:

INDEX OF RESOLUTIONS:		
COMMITTEE	RESOLUTION	TITLE
Env/B/R	G/29	RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO MUNICIPALITIES AS PART OF THE HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS FOR 2022 - ENVIRONMENTAL MANAGMENTAL Motion Made By: Seconded By: Moved: Notes:

Adjourned:

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Casale, Choquette, Zalewski

Sent To: Environment

Committee

Date April 12, 2022

Resolution No. G/29

**RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO MUNICIPALITIES AS PART
OF THE HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS FOR 2022 -
ENVIRONMENTAL MANAGEMENTAL**

WHEREAS, This resolution is filed with the County Legislature by the Rensselaer County Environmental Management Council; and

WHEREAS, The Rensselaer County Environmental Management Council is coordinating county wide Household Hazardous Waste (HHW) events throughout 2022. \$75,000.00 will be used as an offset to Rensselaer County municipalities participating in the events during 2022; and

WHEREAS, This funding is necessary to provide Rensselaer County residents with the opportunity for the environmentally safe disposal of household hazardous waste; and

WHEREAS, The funding will be allocated to the participating municipalities as follows:

CONTRACTING PARTY	PURPOSE	CONTRACT AMOUNT
City of Troy 1776 6 th Ave Troy, NY 12180 (A.8090.04800)	HHW Event	\$32,250.00
City of Rensselaer 62 Washington St. Rensselaer, NY 12144 (A.8090.04800)	HHW Event	\$ 6,000.00
Town of Brunswick 336 Town Office Road Troy, NY 12180 (A.8090.04800)	HHW Event	\$ 7,500.00
Town of Grafton 2379 Rte 2 Grafton, NY 12082 (A.8090.04800)	HHW Event	\$ 1,500.00

CONTRACTING PARTY	PURPOSE	CONTRACT AMOUNT
Town of Nassau 29 Church Street Nassau, NY 12123 (A.8090.04800)	HHW Event	\$ 3,000.00
Town of North Greenbush 2 Douglas St Wynantskill, NY 12198 (A.8090.04800)	HHW Event	\$ 8,250.00
Town of Poestenkill 38 Davis Drive Poestenkill, NY 12140 (A.8090.04800)	HHW Event	\$ 3,000.00
Town of Sand Lake 8428 NY Rte. 66 Averill Park NY 12018 (A.8090.04800)	HHW Event	\$ 5,250.00
Town of Schodack 265 Schuurman Road Castleton, NY 12033 (A.8090.04800)	HHW Event	\$ 8,250.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive be, and hereby is authorized to execute the above-referenced agreements, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

April 12, 2022

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive



**Rensselaer County
And
Town/City of _____**

This Agreement (“Agreement”) made on the date set forth below between Rensselaer County, a municipal corporation with offices located at 1600 Seventh Avenue, Troy, New York 12180, hereinafter called the “County” and the TOWN/City OF _____, a municipal corporation with offices located at _____ (hereinafter referred to as “Town”) County and Town are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Town/City is situate and existing in the County of Rensselaer; and

WHEREAS, the County has entered into a Memorandum of Agreement Regarding Joint Household Hazardous Waste Collection Events with the City of Troy and Town of Bethlehem (**Schedule 1**) and Town/City has agreed to be a host municipality of the County;

WHEREAS, Resolution Number G/_____/____ of the Rensselaer County Legislature authorized an Agreement and the Town of _____;

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

- Town/City agree(s) to host [Towns one collection event, City of Troy two collection events] on the date(s) set forth on (**Schedule 2**) attached; and
- Town/City agree(s) to accept only materials listed on the 2022 Intermunicipal Household Hazardous Waste Program (**Schedule 3**)
- Town/City agree(s) to provide Event Staffing and Site Support as set forth in (**Schedule 4**) attached;

2. TERM OF CONTRACT

This Agreement shall commence on March 1, 2022 and shall terminate on December 31, 2022.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to credit the Town/City 25 percent of the cost of each county resident who participates in the 2022 Hazardous Waste Program, not to exceed the sum of \$_____ for the Term of this Agreement.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Town/City agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 1600 7th Avenue, Troy, New York 12180.

6. INDEMNIFICATION

Town/City acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Town/City expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

9. CORPORATE COMPLIANCE

Town/County represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration's Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Town/City, said Town/City shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Town agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

The Town/City agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. DISCLOSURE

Town/City certifies, to the best of its knowledge and belief, that:

- A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any

cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

- B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

Town/City of _____ RENSSELAER COUNTY, NEW YORK
By: _____ By: _____
Name: _____ Name: Steven F. McLaughlin
Title: _____ Title: County Executive
Date: _____ Date: _____

SCHEDULE 1

SCHEDULE 2
Appendix B-2022 HHW Event Program

Event	Bethlehem	Troy	Schodack	Brunswick	Poestenkill	Total
June 11, 2022						
Status	Partner	Host	Partner	Partner	Partner	
#Coupons	TBD	TBD	TBD	TBD	TBD	TBD
July 30, 2022						
Status	Partner	Partner	Host	Partner	Partner	
#Coupons	TBD	TBD	TBD	TBD	TBD	TBD
August 27, 2022						
Status	Partner	Partner	Partner	Host	Partner	
#Coupons	TBD	TBD	TBD	TBD	TBD	TBD
October 1, 2022						
Status	Host	Partner	Partner	Partner	Partner	
#Coupons	TBD	TBD	TBD	TBD	TBD	TBD
October 29, 2022						
Status	Partner	Host	Partner	Partner	Partner	
#Coupons	TBD	TBD	TBD	TBD	TBD	TBD
November 19, 2022						
Status	Partner	Partner	Partner	Partner	Host	
#Coupons	TBD	TBD	TBD	TBD	TBD	TBD

SCHEDULE 3

SCHEDULE 4

