

## CERTIFICATION

I, Mara Drogan, City Clerk to the City Council of the City of Troy, located in the County of Rensselaer, State of New York, do hereby certify that the attached is an official document of the Troy City Council, the original of which is on file in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the City of Troy on April 23, 2021.

A handwritten signature in cursive script, appearing to read "Mara Drogan", is written over a horizontal line.

Mara Drogan  
City Clerk  
City of Troy, New York



**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO  
A MEMORANDUM OF AGREEMENT TO SHARE HOUSEHOLD HAZARDOUS  
WASTE COLLECTION AND DISPOSAL SERVICES WITH THE TOWNS OF EAST  
GREENBUSH AND BETHLEHEM**

**WHEREAS**, there is a recognized need to provide Household Hazardous Waste collection services in order to safely and properly dispose of hazardous materials; and

**WHEREAS**, the New York State Department of Environmental Conservation provides grant funding for municipally-run Household Hazardous Waste collection programs for up to 50% of eligible program costs; and

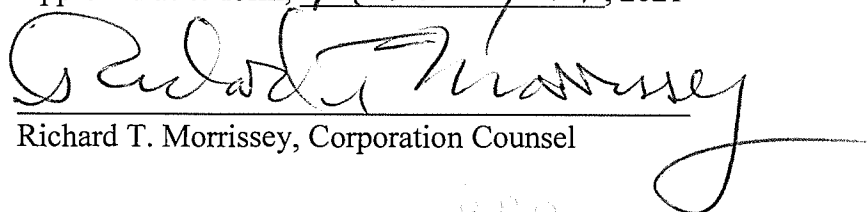
**WHEREAS**, the City of Troy previously entered into a two year contract with MXI Environmental Services, LLC, for the collection and processing of Household Hazardous Wastes on designated Hazardous Waste collection days; and

**WHEREAS**, the Town of East Greenbush and the Town of Bethlehem desire to “piggyback” onto this contract, sharing the services and costs of collection and disposal of Household Hazardous Wastes in a fair and equitable manner; and

**WHEREAS**, the City of Troy, the Town of East Greenbush, and the Town of Bethlehem desire to enter into a Memorandum of Agreement in order to share services in connection with joint Household Hazardous Waste collection events.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor of the City of Troy is hereby authorized to enter into an Agreement with the Town of East Greenbush and the Town of Bethlehem for the purpose of sharing services and offering joint Household Hazardous Waste collection events, said Agreement to conform substantially with the Agreement attached hereto.

Approved as to form, February 19, 2021

  
Richard T. Morrissey, Corporation Counsel

<b>AYES: 7</b>	<b>NOS: 0</b>	<b>ABSTAIN: 0</b>	<b>ABSENT: 0</b>
<b>Troy City Clerk</b>		<b>Executive Action</b>	
Sent to Mayor <u>February 19, 2021</u>		Approved <input checked="" type="checkbox"/> Date <u>02-19-2021</u>	
Received from Mayor <u>2/19/21</u>		Veto <input type="checkbox"/> Not Endorsed <input type="checkbox"/>	
City Clerk <u>M. Moran</u>		Mayor <u>W. P. ...</u>	

### **Memo in Support**

In September of 2020, the City Of Troy entered into a dialogue with the Town of East Greenbush and the Town of Bethlehem regarding the significance and cost-saving capabilities of shared services agreements for Household Hazardous Waste (HHW) event services. The value of this type of arrangement is not limited to this type of event, but also lays the groundwork for additional opportunities in the future.

Since September, the three municipalities have been engaged in a series of zoom meetings to iron out the details. Collectively, the three have been in communication with NYSDEC and the HHW vendor, to be certain that all requirements are met and everything is addressed in an appropriate manner. All stakeholders involved in these conversations have agreed that this is a beneficial arrangement, both fiscally as well as on a community level.

Troy already has a two year contract with MXI to haul and dispose of HHW. Hence it is the "lead agency" in this arrangement. East Greenbush and Bethlehem intend to 'piggyback' on Troy's contract. The Corporation Counsels of the three municipalities have reviewed the shared services agreement, and have approved it subject to insurance contingencies and MXI's agreement to the arrangement.

# MEMORANDUM OF AGREEMENT

## Regarding

### Joint Household Hazardous Waste Collection Events

This Memorandum is made this \_\_\_ day of \_\_\_\_\_, 2021, by and between THE CITY OF TROY, a municipal corporation with offices located at 433 River Street, Troy, NY 12180 (hereinafter referred to as “Troy”), THE TOWN OF BETHLEHEM, a municipal corporation with offices located at 445 Delaware Avenue, Delmar, NY 12054 (hereinafter referred to as “Bethlehem”), and THE TOWN OF EAST GREENBUSH, a municipal corporation with offices located at 225 Columbia Turnpike, Rensselaer, NY 12144 (hereinafter referred to as “East Greenbush”) (Troy, Bethlehem, and East Greenbush shall be collectively referred to as “Parties”),

**WHEREAS**, the Parties recognize a need to provide household hazardous waste (“HHW”) collection for their residents, and that HHW collection events offer environmental and economic benefits by allowing residents to safely and properly dispose of materials which otherwise cannot be disposed of through conventional solid waste collection; and

**WHEREAS**, the Parties have identified an opportunity, by sharing resources, transferring knowledge, and jointly procuring needed services, to offer a joint annual program of HHW collection events which will, in the case of Troy and Bethlehem, expand HHW collection opportunities and, in the case of East Greenbush, begin to offer HHW collection opportunities to residents; and

**WHEREAS**, Troy has entered into a contract with HHW collections and processing services vendor, MXI, which is attached as Appendix A, and Bethlehem and East Greenbush desire to “piggyback” onto this contract; and

**WHEREAS**, New York State Department of Environmental Conservation (NYSDEC) provides grant funding for municipally-run HHW collection programs to effectively reduce HHW and to provide a safe alternative for recycling or disposal of household hazardous materials, with grant funding of up to 50 percent of eligible program costs; and

**NOW, THEREFORE**, Troy, Bethlehem, and East Greenbush agree as follows:

1. The Parties will partner to jointly and collaboratively host a program of HHW collection events (the “Program”). The Program will consist of a series of events at which a pre-determined number of residents from each municipality (“attendees”) will be able to bring specified HHW materials for collection. A summary of the 2021 Program is included in Appendix B.

2. The Parties will use the HHW vendor contract Troy has in place with MXI. Bethlehem and East Greenbush will enter into separate contracts with MXI using the “piggyback” provisions written into the existing Troy-MXI contract.
3. The Parties agree to host one (1) event each (for Bethlehem and East Greenbush, and two for Troy), and to partner on other events as identified in the Program. The Parties further agree that they may modify the Program, from time to time, as needs and abilities change.
4. The Host municipality will be responsible for vendor payment for the event(s) it hosts. Each municipality will be responsible for a percentage of final invoices, based on its share of actual number of event attendees. The Host municipality shall keep track of the number of attendees who actually participate in an event and where each attendee is from. The Parties agree that the Host municipality will coordinate reimbursement for each event it hosts. Each Partner municipality agrees to provide payment within a reasonable amount of time upon notification by the Host municipality as to its share of event costs.
5. For those items listed as to be disposed of by the Host municipality (i.e., and not the vendor) in the Materials List (Appendix C), the Parties agree that any profits gained from disposal of these materials collected during the event are to be credited to the Host municipality to be put toward the final invoice(s) for the event(s) they host.
6. The Parties agree that events are to be conducted in accordance with New York State and New York State Department of Environmental Conservation (NYSDEC) guidelines for grant funding reimbursement of HHW event costs (currently the NYSDEC HHW State Assistance program). Dependent on NYSDEC requirements and guidance, the remittance to NYSDEC for HHW grant reimbursement will be the joint responsibility of all municipalities. The Host municipality shall submit a request for reimbursement to NYSDEC and, when grant money is received, shall promptly distribute it to the other municipalities in proportion to the number of event attendees from each municipality at the event for which reimbursement was given.
7. Materials accepted from attendees at each event are limited to those accepted by the vendor contract and as listed in the Materials List included as Appendix C for each event. Materials specifically excluded and not able to be collected at any event are also listed in the Materials List.
8. The quantity of HHW material each attendee is permitted to bring to an event will be limited to 30 gallons OR 200 lbs. per attendee registered participant. The Host municipality is responsible for making determinations on the day of the event relative to HHW quantity. If HHW material brought to an event is above this quantity, the attendee will be handled as a business attendee. Business attendees must make an appointment

and must not impact event hours. These entities will be responsible for making appointment with MXI and will receive a separate invoice for their materials.

9. Attendees must pre-register in order to attend an event, and participating in an event requires registration in advance. Attendees must identify their municipality of residency. Proof of residency in a form to be determined by and acceptable to each municipality must be provided in order to register. Attendees must show proof of registration on the day of the event in order to drop off HHW materials and will be assigned a time slot. The Parties may establish and use waiting lists in their discretion.
10. Attendee Registration will be managed jointly and a central registration system established and maintained by the Parties. Each municipality will provide one point of contact for Attendee Registration management purposes.
11. The Parties will be individually responsible for promoting events included in the Program and educating attendees regarding acceptable materials. Promotion and education activities should address vendor contract requirements. The Parties may partner to jointly develop promotional materials.
12. Each Host municipality will be responsible for providing a suitable site for the event(s) they will host. The Host municipality is responsible for preparing a Site Safety Plan. The Host municipality should share the Site Safety Plan with its event partner(s) in advance of each event. The site and Site Safety Plan should meet NYSDEC grant funding requirements. An example site safety plan is included as Appendix D.
13. The Host municipality and Partner municipalities will provide a base level of staffing, site preparation and breakdown, and logistical support in accordance with the Event Staffing and Site Support Schedule included as Appendix E and as further may be required by the Site Safety Plan for each event. Staffing should be in accordance with each municipality's labor requirements.
14. The Parties agree that, to remain in effect, each year this MOA and the Program must be approved in January, or at the earliest meeting of the local decision-making entity.
15. The Parties do hereby covenant and agree to defend, indemnify and hold harmless each other from and against any and all liability, loss, damages, claims or actions (including costs and attorney fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of the indemnitor's negligence or other culpable conduct and/or arising out of or connected with the hazardous waste collected from the indemnitor's residents or the waste from tickets issued by the indemnitor.
16. This agreement is contingent upon Bethlehem and East Greenbush entering into a "piggyback" contract with MXI, providing Bethlehem and East Greenbush with the same protections afforded to Troy in its contract with MXI, including but not limited to a

provision requiring MXI to include Bethlehem and East Greenbush as additional insureds on a primary and non-contributing basis on all insurance policies provided to Troy.

17. This agreement is also contingent upon MXI providing to Troy, Bethlehem and East Greenbush insurance coverage in the amount not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) general aggregate, providing Site Pollution insurance for any location where collection is occurring and the drop off location, and Non-Owned Disposal Coverage, adding coverage for where the waste is being disposed.

18. This agreement may be signed in counterparts and transmitted by facsimile or electronic mail as if an original

DATED: **CITY OF TROY**

\_\_\_\_\_

DATED: **TOWN OF BETHLEHEM**

\_\_\_\_\_

DATED: **TOWN OF EAST GREENBUSH**

\_\_\_\_\_

Per approval issued by the City of Troy City Council pursuant to resolution \_\_\_\_ of 2021 dated \_\_\_\_\_

Per approval issued by the Town of Bethlehem Town Board pursuant to resolution \_\_\_\_ of 2021 dated \_\_\_\_\_

Per approval issued by the Town of East Greenbush Town Board pursuant to resolution \_\_\_\_ of 2021 dated \_\_\_\_\_

APPENDIX A – VENDOR CONTRACT  
*(PLEASE SEE ATTACHED)*



## Appendix B – 2021 HHW Event Program

<b>Event</b>	<b>Bethlehem</b>	<b>Troy</b>	<b>East Greenbush</b>	<b>Total</b>
<b>April 17<sup>th</sup>, 2021</b>				
<b>Status</b>	<b>Host</b>	<b>Partner</b>	<b>Partner</b>	
<b># Coupons</b>	200	100	50	350
<b>June 26<sup>th</sup>, 2021</b>				
<b>Status</b>	<b>Partner</b>	<b>Host</b>	<b>Partner</b>	
<b># Coupons</b>	75	200	100	375
<b>August 28<sup>th</sup>, 2021</b>				
<b>Status</b>	<b>Partner</b>	<b>Partner</b>	<b>Host</b>	
<b># Coupons</b>	25	100	200	325
<b>October 29<sup>th</sup>, 2021</b>				
<b>Status</b>	<b>Partner</b>	<b>Host</b>	<b>Partner</b>	
<b># Coupons</b>	100	200	50	350
<b>Total</b>	<b>400</b>	<b>600</b>	<b>400</b>	<b>1400</b>

## Appendix C –Materials Accepted List

## 2021 Intermunicipal Household Hazardous Waste Program

## List of Materials

1-8-2021

Material Accepted	Disposal Responsibility	
	Vendor	Host Municipality
Acetone	•	
Adhesives	•	
Aerosol cans full	•	
Aerosols	•	
Antifreeze	•	
Asbestos	•	
Auto body repair products	•	
Batteries, Gel and AGM (marine-type)	•	
Batteries, Lead acid batteries (automotive, marine, household)		•
Batteries, rechargeable (NiMH, lithium ion, nicad)	•	
Battery acid	•	
Brake fluid	•	
Bulk flammable liquids	•	
Bulk Mercury	•	
Car wax, solvent-based	•	
Cleaners, Ammonia-based and solvent-based	•	
Contact cement	•	
Corrosive Liquid Acidic	•	
Corrosive Liquid Basic	•	
Corrosive Solid Acidic	•	
Corrosive Solid Basic	•	
Driveway sealer	•	
Dry cleaning solvent	•	
Fertilizer	•	
Fiberglass epoxy	•	
Fire extinguisher		•
Flammable solid	•	
Floor care products	•	
Fluorescent Bulbs	•	
Fungicide	•	
Furniture polish	•	
Gasoline and other fuels	•	

Material Accepted	Disposal Responsibility	
	Vendor	Host Municipality
Glue, solvent-based	•	
Hair remover	•	
HID bulbs	•	
Ink	•	
Insect spray	•	
Light ballasts	•	
Lighter fluid	•	
Mercury Containing Devices	•	
Metal polish, solvent-based	•	
Mothballs	•	
Nail polish	•	
Nail polish remover	•	
Other HHW (Liquids)	•	
Other HHW (Solids)	•	
Other oils	•	
Oven cleaner	•	
Oxidizer	•	
Oxidizing Liquid	•	
Paint (oil-based paint, latex paint, lacquer, enamel, stain, shellac, varnish, liquid aluminum, liquid bronze, liquid gold, liquid wood filler, and liquid lacquer base)	•	
Paint related material (paint thinning, drying, reducing, or removing compound)	•	
Parts cleaner	•	
Pesticides	•	
Pesticides (Liquids)	•	
Pesticides (Solids)	•	
Photographic chemicals	•	
Pool chemicals	•	
Propane tanks		•
Rat poison	•	
Resins	•	
Shoe polish	•	
Spot remover	•	
Stump remover	•	
Transmission fluid	•	
Weed killer	•	
Wood preservative	•	

Prohibited and specifically refused materials (from 2019 City of Troy RFP)

- Ammunition
- Explosives
- Tanks of Isocyanates (sealing foam) [Aerosols are allowed]
- Medical sharps
- Medical waste
- Radioactive items (smoke detectors)
- Dioxin contaminated wastes, such as 2, d-,4; 2,4,5- TP (silvex)
- Pharmaceuticals
- Infectious Waste
- Motor oil (recyclable)

Appendix D – Example Site Safety Plan

*(Please see attached)*

## Appendix E – Event Staffing and Site Support Schedule

### Site Support

- 1) Provide publicity for Household Hazardous Waste event(s)
  - a. Educate participants regarding acceptable materials
  - b. Provide participants with any information regarding quantity limitations
- 2) Determine eligibility of participants
  - a. Have a verification plan (to distribute attendee coupons in advance)
  - b. Collect coupons onsite
- 3) Manage check-in of participants
- 4) Provide number, titles and roles of employees working at event. Provide training and PPE in accordance with the Vendor contract (see Appendix A)
- 5) Provide a forklift and employee qualified to use this equipment
- 6) Each Party will address requirements needed to submit an application to NYS Department of Environmental Conservation for HHW Collection Day grant funding reimbursement, including:
  - i. Emergency plan for site (“Site Safety Plan”)
  - ii. Contact information for key personnel with the City and with the Vendor

Traffic control

Event management

Set-up/breakdown

### Minimum Staffing

	Host	Partner(s)
Recycling coordinator or qualified site supervisor	1	0
account clerk, administrative assistant, recycling specialist or similar to check in attendees	1	0
Laborers	5	1
Laborers supervisor*	1	1

Event staffing must meet any applicable requirements per local labor agreements and unions.

AGREEMENT BETWEEN  
THE CITY OF TROY, NEW YORK  
AND

MXI ENVIRONMENTAL SERVICES, LLC.

This AGREEMENT, made and entered into this 6<sup>th</sup> day of February, 2020, hereinafter called the "AGREEMENT", the "CONTRACT" or the "AGREEMENT & CONTRACT", by and between the City of Troy, New York, a municipal corporation with principal offices located at City Hall, Troy, New York, hereinafter called the "City" and MXI Environmental Services, LLC with principal offices located at 297 Zimmerman Lane, Langhorne, PA 19047 and 26319 Old Trail Road, Abingdon, VA 24212 and hereinafter called the "vendor".

WITNESSETH:

WHEREAS, the City of Troy is desirous of obtaining the product of the Vendor and

WHEREAS, the Vendor is desirous of furnishing and delivering its product to the City and

WHEREAS, the City and the Vendor have determined to enter into this agreement and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, and in order to secure the services described below, the parties hereto, each binding itself, its respective representatives, successors, and assigns, do mutually agree as follows:

**Section 1: General Provisions:**

1.1 Service to Troy            The Vendor shall provide Comprehensive Plan Documentation for the upcoming Household Hazardous Waste Days (4/11/20, 10/31/20, 4/24/21, 10/31/21) to the City, hereinafter called the "DOCUMENTS". These services shall be provided within the time frames, if any, set out in the proposal documents.

**Section 2: Term:**

2.1 Term                        This agreement shall commence February 6, 2020 and conclude on December 31, 2021, with an option to renew up to three ~~(3)~~ additional one (1) year periods under identical prices and conditions, at the mutual agreement of the City of the Vendor.

In the event the Vendor is unable to deliver or fails to deliver the service, as required by the Proposal, the City shall have the right to purchase the same or similar service from a different source. Any additional costs and/or expenses incurred by the City by reason of the service from a different source shall be reimbursed to the City by the Vendor. A letter shall be provided to the vendor from the City setting forth the additional costs and/or expenses. Upon receipt of the letter, the vendor shall reimburse the City within thirty (30) days.

**Section 3: Payment for Household Hazardous Waste Day Events Services**

3.1 Payment                    Payment for Household Hazardous Waste Day Events Services under this Agreement, the City shall pay MXI Environmental Services, LLC a fee as outlined in the proposal submission, Cost Analysis attached. Exact dollar amount of payment will be determined based on how many drums or boxes of each hazardous class are packaged.

Both the Vendor and the City are cognizant that it is to the advantage of each entity for the boxes and drums to be as full as possible. Each box will be examined for content and fullness by the City, and each box and manifest will be signed off on by the City.

3.2 Executory Clause        In accordance with Section 41 of the State Finance Law, the City shall have no liability under this Contract to the Vendor or to anyone else beyond funds appropriated and available for this Contract.

3.3 Non Assignment Clause

In accordance with Section 138 of the State Finance Law, this Agreement may

not be assigned by the Vendor or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the City and any attempts to assign the Contract without the City's written consent are null and void. The Vendor may, however, assign its right to receive payment without the City's prior written consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

#### **Section 4: Workers' Compensation Benefits:**

##### **4.1 Workers' Compensation**

###### **Benefits**

In accordance with Section 142 of the State Finance Law, this Contract shall be void and of no force and effect unless the Vendor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

#### **Section 5: Non Discrimination Requirements:**

##### **5.1 Non Discrimination**

###### **Requirements**

In accordance with Article 15 of the Executive Law ( also known as the Human Rights Law ) and all other State and Federal statutory and constitutional non-discrimination provisions, the Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-c of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Vendor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Vendor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Vendor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 229 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

#### **Section 6: Wage and Hours Provision:**

##### **6.1 Wage and Hours**

###### **Provisions**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Vendor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.



**Section 7: Non-Collusive Bidding Requirement:**

**7.1 Non-Collusive**

**Bidding Requirement** In accordance with Section 139-d of the State Finance Law, if this Contract was awarded based upon the submission of bids, Vendor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Vendor further warrants that, at the time Vendor submitted its bid, an authorized and responsible person executed and delivered to the City a non-collusion bidding certificate on Vendor's behalf.

**Section 8: Identifying Information and Privacy Notification:**

**8.1 Federal Employer Identification**

**Number and/or Federal Social Security Number**

All invoices or City of Troy standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the City must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does have such number or numbers, the payee, on its invoice or City of Troy standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**Section 9: Equal Employment Opportunities for Minorities and Women:**

**9.1 (a)**

In accordance with Section 312 of the Executive law:  
The vendor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

**9.1 (b)**

In accordance with Section 312 of the Executive law:  
At the request of the City, the Vendor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Vendor's obligations herein; and the Vendor shall state in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

**Section 10: Conflicting Terms:**

**10.1 Conflicting Terms** In the event of a conflict between the terms of the Contract ( including any and all attachments thereto and amendments thereof ) and the terms of this Appendix A, the terms of this Appendix A shall control.

**Section 11: Governing Law:**

**11.1 Governing Law** This Contract shall be governed by the laws of the Sate of New York except where the Federal supremacy clause requires otherwise.

**Section 12: Service of Process:**

**12.1 Service of Process** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Vendor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Vendor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Vendor must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. Vendor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**Section 13: Miscellaneous Provisions:**

**13.1 Amendment** Amendment the provisions, terms and conditions of this Contract shall be modified, amended, waived or additional terms entered into only upon mutual agreement in writing between both parties.

**Section 14: Insurance:**

The selected proposer will be required to procure and maintain at their own expense the following insurance coverage:

1. Commercial general liability and contractual liability on an occurrence basis with the following limits of coverage: bodily injury, property damage and personal injury, One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) general aggregate.
  - a. Liability Insurance policies will not be accepted that:
    - i. Remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy or equivalent) so as to limit coverage against claims that arise out of work; or
    - ii. Remove or modify the "insured Contract" exception to the employers liability exclusion; or
    - iii. Do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors.
  - b. Contractor shall require any subcontractors hired, carry insurance with the same limits and provisions provided here in. The contractor will maintain certificates of insurance for all subcontractors hired as part of the contractor's records.
2. Professional Liability/Errors & Omissions of at least One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) aggregate (*If applicable*).
3. Workers compensation insurance as required by law and including employer's liability insurance. Statutory disability benefits insurance as may be required by law.
4. Comprehensive Automobile Liability coverage on owned, hired, leased, or Non-owned autos with limits not less than One Million Dollars (\$1,000,000) combined for each accident because of bodily injury sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
5. Commercial umbrella coverage of Five Million Dollars (\$5,000,000).

Each policy of insurance required shall be in form and content satisfactory to the City Corporation Counsel, and shall provide that:

1. The City of Troy is named additional insured on a primary and non-contributing basis.
2. The Certificate of Insurance shall state the following in the "remarks" section of the Certificate: "The insurance scheduled on this Certificate complies with Section 1.0 Insurance {of the BID or RFP} in its entirety."
3. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Troy Corporation Counsel's Office.
4. The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Troy Corporation Counsel's Office is given sixty (60) days written notice to the contrary.

No work shall be commenced under the contract until the selected proposer has delivered to the City or his/her designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

**Section 15: Indemnification**

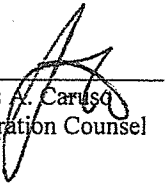
**15.1 Indemnification** In addition, the selected vendor/proposer shall defend and indemnify the City of Troy with respect to any and all activities occurring on property owned by the City of Troy.

**Section 16: Contract Period**

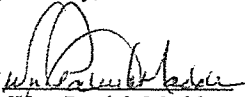
**16.1 Contract Period** All Bidding/Proposal documents issued by the City of Troy shall be considered part of the executed contract that is issued.

IN WITNESS WHERE OF, the parties have executed this Contract/Agreement on the day and year first written above.

Approved as to form:

By:   
James A. Caruso  
Corporation Counsel

City of Troy, New York

By:   
Wm. Patrick Madden  
Mayor

MXI Environmental Services, LLC

By:   
Ronald Potter

Printed Name: RONALD POTTER

Title: MANAGING MEMBER



STATE OF NEW YORK )  
COUNTY OF RENSSELAER ) SS:  
CITY OF TROY )

On this 12<sup>th</sup> day of February, 2020, before me, the undersigned, personally appeared Wm. Patrick Madden, Mayor of the City of Troy, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that, by his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC: STATE OF NEW YORK

JAMES A. CARUSO  
NOTARY PUBLIC STATE OF NEW YORK  
QUALIFIED IN RENSSELAER COUNTY  
COMMISSION EXPIRES 05/31/2023

**SCOPE OF WORK ATTACHMENT**

## SCOPE OF WORK

### SAFETY AND HANDLING

- 1) Traffic cones, sawhorses, stanchions or barrels will be strategically placed to direct traffic flow. City of Troy personnel will instruct attendees and direct the traffic to minimize their exposure to household hazardous waste (hereafter referred to as HHW).
- 2) The number of individuals in the processing area will be kept to a minimum at all times. This includes while event is in progress as well as post-event during vendor site breakdown. Individuals allowed in this area are limited to: City of Troy employees working at the event and vendor employees and/or their subcontractors.
  - a. All individuals in this vicinity (both City employees and vendor employees) will be required to have appropriate goggles, safety vests, gloves and footwear (steel-toed shoes)
  - b. All individuals working at the event in other areas or capacities will also be subject to this requirement
- 3) Attendees will not be permitted to exit their vehicle (in the materials collection area).
- 4) No smoking will be permitted in processing, sorting, packaging, temporary storage or transport areas
- 5) Food will not be permitted in processing, sorting, packaging, temporary storage or transport areas
- 6) All HHW will be removed from attendee vehicles by trained City Of Troy personnel by opening the doors/trunk containing the HHW materials and unloading these items. The acceptable HHW items will then be placed on four-wheeled chemical-resistant carts for transport to the sorting area.
- 7) Before moving from the immediate vicinity of the vehicle, the project manager for the vendor shall consult with the attendee to determine nature and composition of HHW.
  - a. There will be appropriate and safe ground-cover material to protect the site from contamination
  - b. The City Of Troy will be advised as to the material being used for this purpose
- 8) A team consisting of a graduate chemist or environmental technologist and a chemical technician will:
  - a. Receive (determining acceptability)
    - i. Special wastes should be anticipated, and protocol for handling must be disclosed
  - b. Sort and evaluate materials
    - i. Collection items identified as non-oil-based and non-aerosol paint will be put aside for remix initiative
      1. Contaminated paint will not be diverted
      2. Unusable paint will not be diverted
    - ii. Paint (excepting aerosols, oil-based and above identified) will not be categories billed to the City Of Troy as HHW
    - iii. There will be a collection partner for paint initiative who will be responsible for handling in a safe and responsible manner
    - iv. This segment of the RFP (8.b) may be modified by the City of Troy if a suitable latex paint diversion partner is not able to participate in any events throughout the duration of this RFP.
    - v. If this modification is necessary, latex paint handling will be done by HHW vendor at price specified within the fee structure specified in this RFP.
  - c. Inventory (identify, categorize and label as specified in contract)
    - i. Extra labels and storage containers will be available onsite if needed
  - d. Package (only allowed in state or federally approved containers)
  - e. Arrange transport of all HHW to an approved waste-disposal facility
  - f. Vendor's team size will be dependent on number of attendees in the following ratio:
    - i. 0-100: 4 staff
    - ii. 101-200: 5 staff
    - iii. 201-300: 6 staff
    - iv. 301-400: 7 staff

v. 401-500: 8 staff

- 9) A designated Emergency Response Cart will be provided by the vendor and be located within the processing area. This cart will contain the following supplies:
  - a. Absorbent material
  - b. Absorbent pads
  - c. Acid spill kit
  - d. Caustic spill kit
  - e. Chemical respirators
  - f. Drum booms
  - g. Emergency eye wash
  - h. Fire extinguisher
  - i. First aid kit
  - j. Full-mask respirators with air-purifying canister (NIOSH approved)
  - k. Mercury vapor absorbent kit
  - l. Plastic bags
  - m. Protective clothing
  - n. Rubber gloves
  - o. Safety goggles
  - p. Self-contained breathing apparatus (SCBA)
  - q. Small shovel and broom
  - r. Spill-neutralizing kits
  - s. Air meters
- 10) In the unlikely event of an on-site spill (and depending on severity thereof), the vendor will implement the following (or similar) procedure:
  - a. If on-site coordinator requests an evacuation, the coordinator will issue evacuation instructions to all persons in the area
  - b. If downwind of the incident, the evacuation will be perpendicular to the wind direction over passage through the collection zone
  - c. Notification to DEC and EPA of any and all spills
- 11) If and when bulk material arrives, the vendor will inspect the container(s) prior to unloading from vehicle to ensure its integrity. It will then be removed from the vehicle via forklift (if applicable), quantify the material and prepare it for transport.
  - a. The vendor will over-pack bulk materials with containers of poor quality
  - b. These containers/packages will be labeled as compromised
  - c. Containers for materials collection will include (but not be limited to) ten USDEOT-approved drums (55g each) with lids and lock-rings
- 12) All materials collected at event as well as any and all equipment used for event (excepting equipment owned and operated by the City of Troy and its employees) are the explicit responsibility of the vendor

### **TRANSPORT**

- 13) Transport will be handled in the following (or similar) manner:
  - a. Once the proper protocol has been completed for handling of materials, these materials will be loaded into a licensed hazardous waste transport vehicle as per transportation regulation
  - b. A hazardous waste manifest will be fully executed following proper transportation regulations
  - c. The hazardous waste will be safely transported by vendor to a HHW facility (previously agreed upon by the City Of Troy):
    - i. The City has the right to inspect any facility that is owned by the Vendor where material is delivered, whether it is the destination facility or a temporary storage facility. The Vendor will provide such access within 24 hours of the request
  - d. It is the vendor's responsibility to ensure that all facilities and transporters are compliant with federal and state permits and licenses and that they have adhered to all associated regulations
- 14) Within two hours of event completion, all collected materials will be removed and mobilized



## RECORD KEEPING

- 15) Enclosures required with formal proposal
  - a. Price Quote Sheet (Attachment A)
  - b. Conflict of Interest Affidavit (Attachment B)
  - c. Certification of Non-Collusion (Attachment C)
  - d. State Finance Law Procurement Compliance Provisions (Attachment D)
  - e. Disclosure of Prior Non-Responsibility Determinations (Attachment E)
- 16) Proof of insurance and an agreement to hold harmless the City Of Troy and Troy Local Development Corporation must be fulfilled and both entities must be named as additional primary insured on a non-contributing basis. Insurance policies shall not be changed or cancelled until after October 31<sup>st</sup>, 2019 and before which there will be thirty days given of notification to the City of Troy's Corporation Counsel. Work will only be commenced under this contract after all proofs of insurance and other required documentation has been provided to the City of Troy, NY. If at any time said policies become unsatisfactory to the City, the vendor shall promptly provide evidence of a new policy and submit proof of same. Failure to provide may result in termination, suspension or discontinuation of this contract. Failure to meet this requirement does not relieve vendor of any liability or requirements of this contract
- 17) Address of event site (The Alamo, located at the corner of Industrial Parkway and Main Street in Troy, NY 12180) as well as City Hall must be included on this document. Insurance requirements as noted in body of contract
- 18) Copies of all current local, state, and federal permits and certifications issued to the firm pertaining to handling, storage, and transportation of hazardous waste. Contractor shall also provide comparable requirements in other states through which the waste might travel. This documentation must include:
  - a. Vendor's EPA ID number and Part 364 Permit Number must be provided to the City of Troy
  - b. Copy of current transporter permit must be provided to the City of Troy prior to contract signature
  - c. Copy of vendor's current W-9 must be provided to the City Of Troy
- 19) List each chemical compound, pesticide product, household waste, containers and quantities that the contractor will NOT accept for disposal. If certain wastes like pesticides, certain containers, or certain quantities will NOT be accepted, please explain why. Indicate under what circumstances the contractor will accept wastes not in the original container
- 20) The vendor will agree to accept a purchase order for payment
- 21) The vendor will provide the name and contact information for all key personnel on their team
- 22) Permits/licenses proving authority to collect will be provided to City of Troy in advance as well as available for inspection at event
- 23) Upon request, proof must be provided to the City Of Troy (along with submission of quote) of compliance history for a period of twenty-four months. Depending on scale and extent of violations, vendors may be eliminated from consideration to mitigate liability to the city.
- 24) Record-keeping documents generated during the course of the event will be accurate, organized and cross-referenced in such a manner that the City of Troy is able to easily determine:
  - a. Category
  - b. Net weight of each material category:
    - i. The City of Troy will have the right to receive discounted pricing for containers that regularly do not contain the amount of material specified. The Vendor will strive to fill every container with the amount of material specified on the RFP Form and Pricing Sheet. This discount will be proportional to the degree to which containers do not contain the quantities of materials specified. Repeated and regular under filling of containers may result in pricing renegotiation or contract termination.
  - c. Manifest number
  - d. Container content sheet number for each container
  - e. Comprehensive event manifest
  - f. Receipt manifest from HHW permitted consolidation facility supplied by vendor
    - i. Vendor will review all shipping documents with City Of Troy representative prior to either party signing shipping documents

- ii. Vendor will sign and act as agent of the City Of Troy with regard to HHW permitted consolidation facility
- iii. Invoicing to City Of Troy, NY may be remitted following receipt of final manifest by permitted consolidation facility
- g. Vendor will maintain records for all HHW collection services:
  - i. If vendor provides services for more than one event, each event will have separate records, exclusive to each event
  - ii. An accurate count of attendees will be recorded for each event
- h. Copies of all records associated with a HHW collection event will be provided to the City of Troy upon completion of said event (or within a timely period for documents prepared post-event). These records will be supplied in both written and electronic format until such time that the City Of Troy is prepared to store all documentation solely in electronic format)

**RESPONSIBILITIES OF THE CITY OF TROY, NY:**

- 1) Provide publicity for Household Hazardous Waste event(s)
  - a. Educate participants regarding acceptable materials
  - b. Provide participants with any information regarding quantity limitations
- 2) Determine eligibility of participants
  - a. Have a verification plan (to distribute attendee coupons in advance)
  - b. Collect coupons onsite
- 3) Manage check-in of participants
- 4) Provide number, titles and roles of City employees working at event
- 5) Provide a forklift and City Of Troy, NY employee qualified to use this equipment
- 6) The City of Troy, NY will submit an application to NYS Department of Environmental Conservation for HHW Collection Day with regularity as determined by NYSDEC
  - a. The City of Troy, NY will provide:
    - i. Emergency plan for site
    - ii. Contact information for key personnel with the City and with the Vendor

**ADDITIONAL REQUIREMENTS**

The Vendor will provide a list of all materials handled by their company and the pricing herewith.

The Vendor may choose to handle and separate a limited number of materials for alternate management directly from residents. These materials will be sole responsibility of the vendor with no shared liability by the City of Troy, NY. Alternate management methods can be selected to replace packaging, transportation and final disposition management by the Vendor. These materials may include:

- a. Fertilizers not containing herbicides or pesticides
- b. Thermostats

\*Additional items may be added to this list upon mutual agreement of the Vendor and the City

**Prohibited and specifically refused materials:**

Ammunition  
 Explosives  
 Tanks of Isocyanates (sealing foam) [Aerosols are allowed]  
 Medical sharps  
 Medical waste  
 Motor oil  
 Radioactive items (smoke detectors)  
 Dioxin contaminated wastes, such as 2, d-,4; 2,4,5- TP (silvex)  
 Pharmaceuticals  
 Infectious Waste  
 Motor oil (recyclable)  
 Auto batteries (recyclable)

### **EXTENSION OF PRICES**

It is the intent of this Request for Proposal that all political subdivisions and districts located in the State of New York be entitled to make purchases of materials, equipment, or supplies from the resulting proposal award.

No officer, board or agency of a county, town, village, or school district shall make any purchase through the City of Troy when proposals have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.

All orders will be placed by the participating entities. Each participating entity shall be billed by      and make payment directly to the Awarded Vendor.

Upon request, participating entities must furnish the Awarded Vendor with the proper tax exemption certificates or documentation of tax exempt status.

The sole responsibility in regard to performance of the proposal, or any obligation, covenant, condition or term thereunder by the Awarded Vendor and the participating entities will be borne and is expressly assumed by the Awarded Vendor and the participating entities and not by the City of Troy. In the event of a failure or breach in performance of any such proposal by a participating entity or the Awarded Vendor, the City of Troy, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this City of Troy proposal.

**COST ANALYSIS ATTACHMENT**

# CITY OF TROY

## 2020 & 2021 PRICING

WASTE DESCRIPTION	SIZE	TREATMENT	PRICE PER
LP AEROSOLS	Y3 BOX	FUELS BLEND	\$ 500.00
LP FIRE EXTINGUISHER	55 GAL	RECYCLING	\$ 185.00
LP PROPANE	55 GAL	RECYCLING	\$ 185.00
BULK FLAMMABLE LIQUIDS	55 GAL	FUELS BLEND	\$ 185.00
LP PAINT RELATED MATERIAL	Y3 BOX	FUELS BLEND	\$ 350.00
LP FLAMMABLE SOLID	5 GAL	TREATMENT	\$ 100.00
LP OXIDIZER	55 GAL	TREATMENT	\$ 250.00
LP OXIDIZING LIQ	5 GAL	TREATMENT	\$ 125.00
LP PESTICIDE LIQUID	55 GAL	INCINERATION	\$ 250.00
LP PESTICIDE SOLID	55 GAL	INCINERATION	\$ 250.00
LP CORROSIVE LIQ ACIDIC	55 GAL	TREATMENT	\$ 230.00
LP CORROSIVE SOL ACIDIC	55 GAL	TREATMENT	\$ 230.00
LP CORROSIVE LIQ BASIC	55 GAL	TREATMENT	\$ 230.00
LP CORROSIVE SOL BASIC	55 GAL	TREATMENT	\$ 230.00
LP ASBESTOS	Y3 BOX	LANDFILL	\$ 660.00
BULK LATEX PAINT	55 GAL	FUELS BLEND	\$ 300.00
WATER BASED LATEX PAINT	Y3 BOX	RECYCLING	\$ 300.00
BULK MOTOR OIL	55 GAL	RECYCLING	\$ 150.00
BULK NON HAZ	55 GAL	TREATMENT	\$ 150.00
PROPANE TANKS	20LB	RECYCLING	\$ 20.00
BULK ANTIFREEZE	55 GAL	RECYCLING	\$ 150.00
TRANSPORTATION FEE TRUCK	per		\$ 2,000.00
LABOR FEE	day		\$ 2,000.00
10 TO 12 OSHA TECHNICIANS			

TROY CITY COUNCIL VOTING RECORD  
Special Meeting - February 18, 2021

Ordinance No. \_\_\_\_\_

Resolution No. 11

Local Law No. \_\_\_\_\_

Introduced by Mantello at the request of the Administration

Motion/Second: \_\_\_\_\_

	Absent	Approve			Table		Amend	
		Aye	No	Abstain	Aye	No	Aye	No
Council Member Gulli	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member McPherson	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Steele	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Cummings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Zalewski	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member McDermott	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council President Mantello	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TOTALS</b>		<u>7</u>	<u>0</u>	<u>0</u>	_____	_____	_____	_____

Motion to Table/Second: \_\_\_\_\_

Motion to Amend/Second: \_\_\_\_\_

Amendment: