

112135

TO: Board of Acquisition and Contract

FROM: Vincent F. Kopicki, P.E.
Commissioner

DATE: September 26, 2025

RE: Authorization to enter into a grant agreement with the Glass Packaging Institute to provide funding for certain equipment to recover post-consumer small metal recyclables, for an amount of \$386,000 plus any applicable tariffs for a term of five years.

Attached for your consideration is a resolution, which, if approved by your Honorable Board, would authorize the County of Westchester (the "County"), acting on behalf of Refuse Disposal District No. 1 ("District"), to enter into an agreement with the Glass Packaging Institute ("GPI") to provide funding to the County for certain equipment to recover post-consumer small metal recyclables, for an amount of \$386,000 plus applicable tariffs for a term of five years.

Under the agreement, GPI will provide funds to the District to cover the purchase and installation of certain equipment to facilitate recovery and recycling of post-consumer small metal recyclables at the Daniel P. Thomas Material Recovery Facility in Yonkers. The equipment, consisting of metal separators and related parts, will be based upon collection sampling data. The District will provide GPI with monthly reports on the number and weight of material recovered using the equipment. The term of this agreement will commence upon the District's receipt of all grant funds from GPI.

The agreement will include the following indemnification clause: "Each Party (the "Indemnifying Party") agrees to defend, hold harmless and indemnify the other Party and its members, officers, directors, employees, and agents (each an "Indemnified Party") from and against all third party claims, actions, demands, personal injuries or damages to tangible property, losses and liabilities, including reasonable attorneys' fees and costs of suit ("Claims"), excluding punitive or exemplary damages, to the extent that, without fault of any Indemnified Party, such Claims rise directly from (i) any negligent act, negligent omission or willful misconduct on the part of the Indemnifying Party, its employees, independent contractors or agents, in connection with performance under this Agreement or (ii) a breach or violation of law, governmental rules or regulations by the Indemnifying Party, its employees, independent contractors and agents, provided that the Indemnified Party (a) gives the Indemnifying Party prompt notice of the Claim, (b) permits the Indemnifying Party, at its option, to assume defense of the Claim, and (c) cooperates with the Indemnifying Party in its defense of the Claim."

The goal and objective of this agreement is to improve recycling rates of small metals, which will result in cleaner glass recycling.



Memorandum
Department of Environmental Facilities

Approval of the attached Resolution is respectfully requested.

VFK/MJR/dlv
Encl.

APPROVED BOARD OF ACQUISITION & CONTRACT - 10/16/2025 - RAYMOND SCULKY, SECRETARY

RESOLUTION

Upon communication from the Commissioner of the Department of Environmental Facilities, be it hereby

RESOLVED, that the County of Westchester ("County"), acting on behalf of Refuse Disposal District No. 1 ("District"), is authorized to enter into an agreement with the Glass Packaging Institute ("GPI") to provide funding to the District for certain equipment to recover post-consumer small metal recyclables, for an amount of \$386,000 plus applicable tariffs for a term of five years; and be it further

RESOLVED, that under the agreement, GPI will provide funds to the District to cover the purchase and installation of certain equipment to facilitate recovery and recycling of post-consumer small metal recyclables at the Daniel P. Thomas Material Recovery Facility in Yonkers. The equipment, consisting of metal separators and related parts, is identified in the grant agreement. The District will provide GPI with monthly reports on the number and weight of metals recovered using the equipment; and be it further

RESOLVED, that the term of this agreement will commence upon the District's receipt of all grant funds from GPI; and be it further

RESOLVED, that the agreement will include the following indemnification clause: "Each Party (the "Indemnifying Party") agrees to defend, hold harmless and indemnify the other Party and its members, officers, directors, employees, and agents (each an "Indemnified Party") from and against all third party claims, actions, demands, personal injuries or damages to tangible property, losses and liabilities, including reasonable attorneys' fees and costs of suit ("Claims"), excluding punitive or exemplary damages, to the extent that, without fault of any Indemnified Party, such Claims rise directly from (i) any negligent act, negligent omission or willful misconduct on the part of the Indemnifying Party, its employees, independent contractors or agents, in connection with performance under this Agreement or (ii) a breach or violation of law, governmental rules or regulations by the Indemnifying Party, its employees, independent contractors and agents, provided that the Indemnified Party (a) gives the Indemnifying Party prompt notice of the Claim, (b) permits the Indemnifying Party, at its option, to assume defense of the Claim, and (c) cooperates with the Indemnifying Party in its defense of the Claim."; and be it further

RESOLVED, that the County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents necessary or appropriate to effectuate the purposes hereof.



Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	251	60	7800-7800	9670		\$386,000.00

Budget Funding Year(s) 2025 - 2030 Start Date 11/01/2025 End Date _10/31/2030 (must match resolution)

Funding Source Tax Dollars _____
 State Aid _____
\$ _386,000_ Federal Aid _____
(must match resolution) Other 386,000 _____