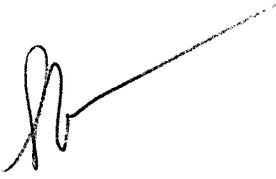


# TOWN OF WEST SENECA



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TOWN SUPERVISOR  
SHEILA M. MEEGAN  
TOWN COUNCIL  
EUGENE P. HART  
JOHN M. RUSINSKI

TO: Honorable Town Board Members  
FROM: Shawn P. Martin, Town Attorney   
DATE: August 22, 2012  
RE: Municipal Cooperation Agreement, Town of Cheektowaga, Solid Waste Disposal

Kindly authorize the Supervisor to execute the attached Municipal Cooperation Agreement to bid Solid Waste Disposal in conjunction with the Town of Cheektowaga.

## MUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of August , 2012 by and between:

**TOWN OF CHEEKTOWAGA**, a municipal corporation formed under the laws of the State of New York, party of the first part, and hereinafter referred to as "CHEEKTOWAGA", having its principal office at 3301 Broadway, Cheektowaga, New York 14227;

**TOWN OF WEST SENECA** a municipal corporation formed under the laws of the State of New York, party of the first part, and hereinafter referred to as "WEST SENECA", having its principal office at 1250 Union Road, West Seneca, New York 14224;

### WITNESSETH:

**WHEREAS**, CHEEKTOWAGA presently utilizes its own employees to collect solid waste in the Town of Cheektowaga and thereafter its employees deliver such solid waste to a waste-to-energy facility, and

**WHEREAS**, WEST SENECA presently utilizes its own employees to collect solid waste in the Town of West Seneca, and thereafter its employees deliver said solid waste to a landfill for disposal, and

**WHEREAS**, CHEEKTOWAGA and WEST SENECA (collectively hereinafter referred to as "Municipalities") wish to solicit competitive bids for the Municipalities to deliver their respective solid waste to a transfer station. The successful bidder will then be responsible to dispose of such solid waste in accordance with New York State law, and

**WHEREAS**, Sections 119-o and 462 of the General Municipal Law permit municipalities to enter into municipal cooperation agreements for this type of public works project, and

**WHEREAS**, the following provisions have been duly approved by a majority vote of the governing boards of the Municipalities,

**NOW, THEREFORE**, the Municipalities hereby hereto agree as follows:

(1) CHEEKTOWAGA hereby agrees to prepare Bid Specifications for the tipping of solid waste at a transfer station or waste-to-energy facility and ultimate disposal of solid waste for CHEEKTOWAGA; the bid specifications will include therein the right of WEST SENECA, LANCASTER and DEPEW to participate in the bid and to subsequently award a contract to the successful bidder

(2) CHEEKTOWAGA will publish the Notice to Bidders in its official newspaper, and WEST SENECA, will publish the same Notice to Bidders in its respective official newspaper;

(3) CHEEKTOWAGA will award a bid for the tipping of solid waste at a transfer station or waste-to-energy facility and the ultimate disposal of solid waste to the lowest responsible bidder; and will enter into a contract with the successful bidder. Said contract will contain language that WEST SENECA will have the right to enter into an agreement with the successful bidder under the same terms as CHEEKTOWAGA.

- (4) WEST SENECA will have the right to and be responsible, if it so chooses, to adopt a resolution to award its own contract or to state that it will utilize the company awarded the bid by the Town of Cheektowaga,
- (5) CHEEKTOWAGA and WEST SENECA will each sign separate contracts with the successful bidder.
- (6) CHEEKTOWAGA and WEST SENECA will be each responsible for delivering their own solid waste to the successful bidder's transfer station/waste-to-energy facility at their own expense.
- (7) CHEEKTOWAGA and WEST SENECA will each be solely responsible to remit payment to the successful bidder for all solid waste delivered to the transfer station/waste-to-energy facility from their respective municipality.
- (8) INSURANCE. The successful bidder will be responsible to provide insurance certificates to the municipality which chooses to participate in the bid award.
- (9) BONDS. The successful bidder will be responsible to provide a performance bond and labor and material payment bond to each Municipality which enters into a contract with the successful bidder
- (10) INDEMNIFICATION/HOLD HARMLESS. The Municipalities agree to indemnify, defend and hold harmless the other Municipality, its agents and employees, from and against any and all liability for losses, damages, or expenses which the other Municipality may suffer or for which the other Municipality may be held liable by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including loss of use thereof arising out of or in any manner connected with the contracts with the successful bidder directly or indirectly whether or not such injury or damage be attributed or claimed to be attributed to the negligence of the respective Municipality, its agents, servants or employees or otherwise.
- (11) EXECUTION. The parties hereto have executed this Agreement the day and year first above written.

**TOWN OF CHEEKTOWAGA**

By: \_\_\_\_\_  
 Mary F. Holtz, Supervisor

**TOWN OF WEST SENECA**

By: \_\_\_\_\_  
 Sheila M. Meegan, Supervisor

STATE OF NEW YORK )

COUNTY OF ERIE ) SS.:

On \_\_\_\_\_, 2012, before me, the undersigned, personally appeared **MARY F. HOLTZ**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

COUNTY OF ERIE ) SS.:

On \_\_\_\_\_, 2012, before me, the undersigned, personally appeared **SHEILA M. MEEGAN**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public