

THIS SECOND AMENDMENT made this _____ day of _____, 20____, by and between:

THE COUNTY OF WESTCHESTER, ACTING BY AND THROUGH REFUSE DISPOSAL DISTRICT NO. 1, a district created pursuant to Article 5-A of the New York State County Law by Act No. 32-1982 of the Westchester County Board of Legislators, having an office and place of business at 270 North Avenue, New Rochelle, New York 10801, (hereinafter referred to as the "District"),

and

_____, a municipal Corporation of the State of New York, having an office and place of business _____ (hereinafter referred to as "Participant").

W I T N E S S E T H:

WHEREAS, County Act. No. 32-1982 established the District in 1982 and intermunicipal agreements ("IMAs") were thereafter entered into by the municipalities that comprise the District (collectively the "Participants") to accept and process solid waste of the Participants; and

WHEREAS, the current IMAs are for the processing of solid waste and recyclables between the District and the Participants and has a base term of October 22, 2009, through October 21, 2019 ("Initial Term"), with the District having the sole option to extend the Initial Term for one (1) five (5) year renewal period upon the same terms and conditions (the "First Renewal Term"), and thereafter, should the District elect to extend the Initial Term, the District and the Participants may, upon mutual written agreement, further extend the First Renewal Term not more than two (2) times each for an additional five (5) year term; and

WHEREAS, the District duly exercised its option to extend the Initial

Term, and other certain terms of the IMAs were amended, therefore, the First Amendment to the IMAs was executed; and

WHEREAS, the First Renewal Term expired on October 21, 2024;
and

WHEREAS, the District and the Participants agree that the current IMA between the parties is mutually beneficial; and

WHEREAS, the District and the Participants seek to continue the efficient operation of the District's solid waste and recyclables management and disposal system; and

WHEREAS, the District and the Participants all wish to further extend the First Renewal Term an additional five (5) years commencing retroactively on October 22, 2024 and continuing through October 21, 2029; and

WHEREAS, effective June 1, 2025, the Solid Waste Tipping Fee was reset to \$45.00/ton and thereafter shall be adjusted upward or downward in accordance with the terms of Article III of the IMA.

WHEREAS, the parties have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to effect the purposes of the IMAs, as amended, and to enter into this Second Amendment pursuant to their respective lawful authorities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties do hereby promise and agree as follows:

1. All defined terms shall have the meanings ascribed to them in the IMA, as amended.

2. The IMA is hereby further amended to effectuate the mutual option of the District and the Participant to extend the Term of the IMA for the period of October 22, 2024 through October 21, 2029, unless terminated sooner.

3. Participant shall provide the District with updated insurance certificates covering the term of this Second Amendment in accordance with the Standard Insurance Provisions contained in Schedule “C-2” which is attached hereto and made a part hereof.

4. Except as otherwise provided herein, all other terms and conditions of the IMA, as amended by the First Amendment, shall remain in full force and effect.

5. This Second Amendment shall not be enforceable until signed by both parties and approved by the Office of the Westchester County Attorney.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Second Amendment the day and year first above mentioned.

**THE COUNTY OF
WESTCHESTER, ACTING
BY AND THROUGH REFUSE
DISPOSAL DISTRICT NO. 1**

By: _____
Name:
Title:

MUNICIPALITY: _____

By: _____
Name:
Title:

Approved by the Board of Legislators of the County of Westchester by Act No. ACT-2026-30 at a meeting duly held on the 2nd of March, 2026.

Approved:

Associate County Attorney
The County of Westchester

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)
)

ss.: COUNTY OF WESTCHESTER
)

On this _____ day of _____ 20____, before me personally came _____,

to me known, and known to me to be the _____
of _____

_____, the municipal corporation described in and which executed
the within

instrument, who being by me duly sworn did depose and say that he/she, resides at

and that he/she is the _____

of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY

(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the _____

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____ who signed
said

(Person executing agreement)

agreement on behalf of the Municipality was, at the time of execution

of *(Title of such person),*

the Municipality, that said agreement was duly signed for on behalf of said Municipality by

authority of its _____ thereunto duly
authorized, *(Town Board, Village Board, City Council)*

and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this ___ day of _____ 20___, before me personally came _____
_____ whose signature appears above, to me known, and
know to be the

_____ of
_____, *(Title)*

the municipal corporation described in and which executed the above certificate, who
being by me duly sworn did depose and say that he, the said _____

resides at _____, and

that he/she is the _____ of said municipal corporation.

(Title)

Notary Public

County

SCHEDULE "C-2"

STANDARD INSURANCE PROVISIONS

(DEF IMA)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality (and its sub-contractor if applicable) shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality (and its sub-contractor if applicable) shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality (and its sub-contractor if applicable) and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality (and its sub-contractor if applicable) shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality (and its sub-contractor if applicable) to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality (and its sub-contractor if applicable) to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality (and its sub-contractor if applicable) from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality (and its sub-contractor if applicable) concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality (and its sub-contractor if applicable)'s negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality (and its sub-contractor if applicable) until such time as the Municipality (and its sub-contractor if applicable) shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality (and its sub-contractor if applicable) maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality (and its sub-contractor if applicable). Any available insurance proceeds in

excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality (and its sub-contractor if applicable) shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Municipality (and its sub-contractor if applicable) and Sub-Municipality (and its sub-contractor if applicable).
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

- e) Pollution Liability, either by separate policy of insurance or through endorsement to the General Liability Policy. Minimum Limit: \$1,000,000.00. This insurance shall indicate the following coverages:

- (i) Transit
- (ii) Sudden and Accidental
- (iii) Clean-up

3. All policies of the Municipality (and its sub-contractor if applicable) shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality (and its sub-contractor if applicable).