



VILLAGE OF COLD SPRING

85 MAIN STREET, COLD SPRING, NY 10516

TEL: (845) 265-3611 FAX: (845) 265-1002

WEB: WWW.COLDSRINGNY.GOV

KATHLEEN E. FOLEY, MAYOR
TWEEPS PHILLIPS WOODS, TRUSTEE
JOE CURTO, TRUSTEE
CATHRYN FADDE, TRUSTEE
ELIZA STARBUCK, TRUSTEE

JEFF VIDA KOVICH, CLERK/TREASURER
MICHELLE ASCOLILLO, ACCOUNTANT
LARRY BURKE, OFFICER-IN-CHARGE
MATTHEW KROOG, WATER SUPERINTENDENT
ROBERT DOWNEY, HIGHWAY DEPT CREW CHIEF
CHARLOTTE MOUNTAIN, CODE ENFORCEMENT OFFICER

Board of Trustees - Workshop Tuesday December 21, 2021 @ 10:30 AM

1. Resolution 91-2021 Authorizing use of Royal Carting for backup service (as needed)
2. Approval of Bills Batch #: Amount: \$



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RESOLUTION #91-2021
AUTHORIZING USE OF ROYAL CARTING FOR BACKUP SERVICE

The following resolution was offered by _____ for adoption and seconded by _____, to wit:

WHEREAS, there have been times when, due to extenuating circumstances, the Village of Cold Spring Highway Department has been unable to collect garbage and /or recycling as scheduled; and

WHEREAS, when this has occurred the Village has utilized the services of Royal Carting to collect and dispose of garbage and/or recycling; and

WHEREAS, the Village, as a precautionary measure, has entered into an agreement with Royal Carting to provide garbage and/or recycling collection services on an emergency basis if needed; and

WHEREAS, the terms of this agreement follow those previously agreed to on May 14, 2021 (a copy of that agreement is attached) with the following changes;

- Royal Carting will provide a driver and one laborer for the back of the truck
- The Village of Cold Spring will provide one laborer for the back of the truck
- The hourly rate charged to the Village of Cold Spring by Royal Carting will be THREE HUNDRED DOLLARS PER HOUR (\$300/hour)

WHEREAS, this agreement shall remain in effect through February 28, 2022; now therefore

IT IS HEREBY RESOLVED that the Village Board of Trustees authorizes the Mayor to enter into an agreement with Royal Carting to provide backup garbage and recycling collection on as needed basis.

On roll call vote:

- Trustee Joe Curto voted:
- Trustee Cathryn Fadde voted:
- Trustee Eliza Starbuck voted:
- Trustee Tweeps Phillips Woods voted:
- Mayor Kathleen E. Foley voted:

Resolution officially adopted on _____ by a vote of _____

 Jeff Vidakovich, Village Clerk-Treasurer

 Date

Royal Service:

This confirms that Royal Carting Service Co. will provide one (1) 25 cu yd packer style refuse collection vehicle and one (1) CDL driver to provide acceptable burnable non-hazardous municipal solid waste (hereinafter "Refuse") pick-up exclusively for the Village residents and other users of the Village municipal Refuse pick up service on Tuesday, May 25, 2021, for approximately 600 pickups.

This confirms that Royal Carting Service Co. will provide one (1) 25 cu yd packer style refuse collection vehicle and one (1) CDL driver to provide designated acceptable single stream Recyclables pick up exclusively for the Village residents and other users of the Village municipal Recyclables pick up service on Friday, May 28, 2021, for approximately 600 pickups.

Disposal:

All Village Refuse will be disposed at the Wheelabrator Resco Peekskill, New York, burn plant. The Village will make all necessary arrangements for the Refuse disposal cost to be billed directly to, and be the sole responsibility of, the Village.

All Village Recyclables single stream Recyclables be disposed at the RECommunity, Beacon, New York materials recovery facility. The Village will make all necessary arrangements for the Recyclables disposal cost to be billed directly to, and be the sole responsibility of, the Village.

Unacceptable Waste: The Village will retain exclusive title to, and be solely responsible for, all costs, fees, charges, including reasonable attorney fees and disposal costs, penalties, fines or losses of any kind or nature incurred by Royal arising from the collection of unacceptable wastes, which includes any waste other than that for which Royal will be providing collection service as more particularly described above and as may be properly disposed of at Wheelabrator Resco Peekskill, New York burn plant and the RECommunity, Beacon, New York materials recovery facility, as the case may be.

Village Labor:

The Village will provide at no cost to Royal at least one (1) helper to assist in all Refuse and Recyclables pick-ups.

Insurance:

Royal will provide a current certificate of insurance naming the Village as additional insured and that will recite all appropriate coverages.

Rates:

Hourly:

The hourly rate for Royal's vehicle and Royal's driver services shall be \$250.00 per hour, portal to portal (that is, time charges will be incurred for travel from Royal to the Village, the service time including travel to the disposal facilities at the end of the collection day and travel back to Royal). A timecard will be provided to support the all-time charges.

Daily Minimum Rate:

The daily minimum rate, *without regard* to the actual hours of service shall be \$1,500.00/day. The Village will be responsible for all additional hourly time charges that exceed the daily minimum rate.

Payment:

Payment will be due in full net 30 of invoicing.

Royal Carting sincerely appreciates this opportunity to provide service to the Village and its residents.

READ, AGREED AND APPROVED:

VILLAGE OF COLD SPRING:

By: Marie E. Early

MARIE E. EARLY

Print Name

DEPUTY MAYOR

Title

May 14, 2021

ROYAL CARTING SERVICE CO.:

By: Emil Panichi

Emil Panichi

Print Name

President

Title

May 14, 2021