

**AGREEMENT FOR USE OF OCRRA**  
**SOLID WASTE MANAGEMENT SYSTEM**

This two (2) year Hauler-**OCRRA AGREEMENT** dated as of, \_\_\_\_\_ between the Onondaga County Resource Recovery Agency ("**OCRRA**" or "**AGENCY**"), a public benefit corporation duly organized and existing under the laws of the State of New York and having its principal offices at 100 Elwood Davis Road, North Syracuse, New York, 13212, and, Town of Lysander ("**HAULER**") having its principal offices at; 8220 Loop Rd, Baldwinsville NY 13027

**WITNESSETH:**

**WHEREAS**, the **AGENCY** has implemented an integrated system for the management of Solid Waste generated within Onondaga County known as the Onondaga County Solid Waste Management System; and

**WHEREAS**, the **AGENCY** has made available for use by Agency Permitted Solid Waste Haulers, such as **HAULER** herein, its Onondaga County Solid Waste Management System Facilities, including its Waste-to-Energy Facility ("WTE Facility"), Construction Debris Processing Facility, Yard Waste Compost Sites and Transfer Facilities; and

**WHEREAS**, the **AGENCY** and the Onondaga County Solid Waste Management System have been established to meet the State and County Solid Waste Management Plans and operate to meet the goals and standards set forth in those plans; and

**WHEREAS**, the **AGENCY** and the Onondaga County Solid Waste Management System meet the disposal priorities set forth in Environmental Conservation Law §27-0106; and

**WHEREAS**, the Onondaga County Solid Waste Management System provides substantial and unique benefits to Agency Permitted Solid Waste Haulers, including disposal of various categories of Solid Waste collected from Waste Generators, subsidization for recycling activities conducted by **HAULERS**, incentives for waste reduction, Household Hazardous Waste disposal, recycling education, Yard and Garden and Food Waste Composting Facilities, a Construction/Demolition Debris Processing Facility and other benefits, all in a manner that protects public health and promotes sound environmental protection; and

**WHEREAS**, the **AGENCY** is an integral part of efforts by Onondaga County and local Municipalities to meet federal and state environmental standards as well as an integral component in local municipal efforts to prevent harm to the environment and reduce potential exposure to CERCLA liability and other costly consequences which can arise from improper waste disposal practices; and

**WHEREAS**, the **AGENCY** has also made available for use by Agency Permitted Haulers, a designated Material Recovery Facility ("MRF") which, under separate contract with **AGENCY**, has agreed to accept County Designated Curbside Recyclables (See Attachment 9 for County Source Separation Law incorporated herein by reference) from such Agency Permitted Haulers at a \$34.00 per ton charge, to be billed by the **AGENCY** to **HAULER**, provided that (a) the County Designated Curbside Recyclables originated in Onondaga County; and (b) the said

**HAULER** has committed to bring the Solid Waste it collects, which was generated in the Participating Municipalities in Onondaga County (see Attachment 6), to Onondaga County Solid Waste Management System Facilities; and (c) the contract OCRRA has entered into with WM Recycle America, L.L.C. ("DESIGNATED MRF CONTRACTOR") remains in effect); and

**WHEREAS**, the DESIGNATED MRF CONTRACTOR has agreed that it will not treat any **AGENCY** Permitted Hauler which is an Affiliate of the DESIGNATED MRF CONTRACTOR in any way which would provide such Affiliate a material advantage over any other Agency Permitted Hauler with respect to the delivery of Onondaga County Recyclables collected in the Curbside Program, where an Affiliate is defined as an entity controlled by such DESIGNATED MRF CONTRACTOR or under common control with such DESIGNATED MRF CONTRACTOR; and

**WHEREAS**, the **HAULER** desires guaranteed disposal capacity for only Acceptable Solid Waste as defined in this Agreement at the Onondaga County Solid Waste Management System Facilities and access to and the use of an Agency-contracted MRF and is willing to abide by the Agency Operating By-Laws (See Attachment 4, the Stipulated Contractual Damages for failure to comply with this contract and the Operating By-Laws incorporated herein by reference) for use of the Onondaga County Solid Waste Management System Facilities and to commit to bring all of the Acceptable Solid Waste it collects in the Participating Municipalities of Onondaga County to the Onondaga County Solid Waste Management System Facilities; and

**WHEREAS**, the parties desire to set forth their respective rights and obligations regarding the use of Onondaga County Solid Waste Management System Facilities in this Agreement;

**NOW THEREFORE**, in accordance with the mutual considerations set forth above and herein, the parties hereto agree as follows:

1. This Agreement is made pursuant to Public Authorities Law Sections 2045-e(8) and 2045-e(9).
2. Terms used herein have the meaning set forth in Attachment 1 titled "Definitions" which is incorporated herein by reference.
3. The **AGENCY** agrees to provide, operate and make available for use by **HAULER** the "Onondaga County Solid Waste Management System Facilities" described in Attachment 2 which attachment is incorporated herein by reference.
4. The **AGENCY** agrees to make reduction, re-use and recycling a top management priority and to continue to recover all items which can reasonably and feasibly be recycled. (See Attachment 3 for a list of County Designated Recyclables which attachment is incorporated herein by reference).
- 5a. During the term of this Agreement, **HAULER** agrees to bring or cause to be brought to the **AGENCY** Facilities listed in Attachment 2 all Acceptable Solid Waste generated or originating in the thirty-three (33) Participating Municipalities of Onondaga County (See Attachment 6 incorporated herein by reference) which is collected or transported by **HAULER**, and to pay **AGENCY** the then current Tipping Fee set forth in

paragraph 7 below for disposal of such Acceptable Solid Waste. This delivery obligation does not cover Recyclables, Construction Debris, Demolition Debris, White Goods, Unacceptable System Wastes, tires, treated wood and Food Waste where the latter is recycled through a permitted Food Waste composting facility.

- 5b. During the term of this Agreement, **HAULER** agrees that it will bring or cause to be brought all Food Waste generated or originating in the thirty-three (33) Participating Municipalities of Onondaga County which is collected or transported by **HAULER** either to the **AGENCY** Amboy Food Waste composting facility or, in the alternative, to an **AGENCY**-approved Food Waste processing facility.
- 6a. The **AGENCY** agrees to accept, at the Onondaga County Solid Waste Management System Facilities listed in Attachment 2, all Acceptable Solid Waste delivered to it by **HAULER**. **AGENCY** shall have the right to reject non-complying Solid Waste materials delivered by **HAULER**, but such rejection will not relieve **HAULER** of its obligation under paragraphs 5a and 5b for all other complying Acceptable Solid Waste. **HAULER** shall remove and dispose of properly any non-complying materials rejected by **AGENCY**, in the first instance at other **AGENCY** facilities able to accept same, or pay for such removal and disposal elsewhere.
- 6b. **AGENCY** will make available for use by **HAULER**, a designated Material Recovery Facility ("MRF") which, under separate contract with **AGENCY**, has agreed to accept County Designated Curbside Recyclables (See Attachment 9 for County Source Separation Law incorporated herein by reference) from **HAULER** at a \$34.00 per ton charge, to be billed by the **AGENCY** to **HAULER**, provided that (a) the County Designated Curbside Recyclables originated in Onondaga County; and (b) **HAULER** commits to bring the Solid Waste it collects, which was generated in the Participating Municipalities in Onondaga County (see Attachment 6), to Onondaga County Solid Waste Management System Facilities; and (c) the contract OCRRA has entered into with WM Recycle America, L.L.C. ("DESIGNATED MRF CONTRACTOR") remains in effect).

#### **RESIDENTIAL RECYCLING TIP FEE**

During the term of this Agreement, OCRRA shall invoice all municipal and private sector **PERMITTED HAULERS** a **RESIDENTIAL RECYCLING FEE** on a monthly basis for delivery of **COUNTY DESIGNATED RESIDENTIAL CURBSIDE RECYCLABLES** to the **Agency's designated MRF**, located in Onondaga County, at a rate of \$34.00 per ton.

Payment terms on the Residential Recycling fee shall be the same as contained in section 4.1. Such monthly **RESIDENTIAL RECYCLING FEE** charges will be separate and apart from any charges that the MRF applies to the hauler directly for the delivery of unacceptable materials.

Permitted haulers agree to not remove or separate any **COUNTY DESIGNATED RESIDENTIAL CURBSIDE RECYCLABLES** prior to the delivery of such materials to the **Agency's designated MRF**.

In the event that a **PERMITTED HAULER** elects to not deliver any quantity of **COUNTY DESIGNATED RESIDENTIAL CURBSIDE RECYCLABLES** to the **Agency's designated**

**MRF**, the **PERMITTED HAULER** agrees to provide the Agency with a written monthly report identifying: 1) the name and location of the third party recycling facility where the materials were delivered for sorting, baling, and marketing, and 2) the quantities of such materials. The monthly report will also include the contact information for a representative at the facility(s). Any information contained in the monthly report that is considered confidential by a **PERMITTED HAULER** must be clearly so indicated on the monthly report.

7. During the term of this Agreement, the **AGENCY** agrees that the Acceptable Waste Tipping fee for each ton of Acceptable Waste delivered to **AGENCY** Facilities shall be as follows:

Calendar Year: 2021 and 2022

Tipping Fee: One hundred dollars (\$100.00) per ton

A four dollar (\$4.00) per ton security prepayment will be credited back to **HAULER** provided **HAULER** remains in "Good Standing" by keeping current on its payments to the **AGENCY**. **HAULER'S** in good standing will thus pay up to ninety-six dollars (\$96.00) per ton in 2021 and 2022; and must have self-unloading vehicles to qualify for this contract rate.

Notwithstanding the criteria set forth in Attachment 7, for purposes of this provision the **HAULER** shall be deemed in "Good Standing" if the **HAULER** is current on its payment of the Tipping Fees specified in this Section to the **AGENCY** and is bringing all Acceptable Waste to **AGENCY** Facilities as required hereunder.

Small users signing a Small User Agreement will not be eligible for the four dollar (\$4.00) per ton security prepayment credit and will pay one hundred dollars (\$100.00) per ton for an Acceptable Waste tipping fee during the calendar years 2021 and 2022.

The **AGENCY** warrants and represents that the tipping fees, disposal terms and benefits offered or granted to **HAULER** herein are equal to or better than those being offered or granted by the **AGENCY** to any other **HAULER** and/or user of the Onondaga County Solid Waste Management System, including any municipal **HAULER**, during the period constituting the term of this contract. The **AGENCY** further warrants and represents that the tipping fee charged by the **AGENCY** for Acceptable Waste delivered during the year 2021 and 2022 by a **HAULER** who has not signed a 2021 two-year Agreement for Use of OCRRA Solid Waste Management System or an **AGENCY** Small User (those **HAULERS** not having self-unloading vehicles) Agreement and obtained an annual **AGENCY HAULER** Permit shall be no less than one hundred fifteen dollars (\$115.00) per ton of Acceptable Waste. Fees for construction and demolition debris, yard waste, food waste, white goods, tires and other materials will be established annually by the **AGENCY** Board of Directors.

8. In further consideration of the service provided by **AGENCY**, **HAULER** agrees to pay the Tipping Fee in accordance with the Operating By-Laws of the **AGENCY**. These Operating By-Laws have been established pursuant to New York Public

Authorities Law Section 2045-e (9) and are attached hereto and incorporated herein by reference as Attachment 4.

9. The **AGENCY** will make every effort to maintain its Solid Waste Management System Facilities in Onondaga County and will continue to make those facilities available for disposal of all Acceptable Solid Waste generated by **HAULER'S** customers and conveyed to Onondaga County Solid Waste Management System Facilities by **HAULER**.
10. **HAULER** shall maintain, in Good Standing (See Attachment 7), the current **AGENCY HAULER** Permit issued by the **AGENCY**.
11. **HAULER** agrees that **AGENCY** may notify its member municipalities if and when **HAULER** is no longer in Good Standing (See Attachment 7). If **HAULER** regains Good Standing status, **AGENCY** will notify its member municipalities of the same.
12. The **AGENCY** and **HAULER** shall cooperate in the implementation of the respective requirements under this Agreement.
13. The term of this Agreement shall be for two years commencing on January 1, 2021 and shall terminate on December 31, 2022.
14. **HAULER** agrees it will comply, at its own expense, with the provisions of all applicable federal, state and municipal requirements including the Onondaga County Solid Waste Management Plan and with all applicable federal, state and local laws, rules and regulations.
15. Any purported delegation of duties or obligations or assignment of rights without the prior express written consent of the **AGENCY** is void. **HAULER** shall not subcontract any part of the work without the prior written consent of the **AGENCY** except to an **AGENCY** Permitted **HAULER** that has signed an Agreement for use of **AGENCY** Solid Waste Management System. All subcontracts shall provide that subcontractors are subject to all of the terms and conditions set forth in this Agreement. All work performed by a subcontractor of **HAULER** shall be deemed work performed by **HAULER**. This Agreement and the payments to be made hereunder shall not be assigned or transferred by either party without the express written consent of the other party.

16. All notices of any nature, except a Notice of Violation referred to in this Agreement, shall be in writing and sent by certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as respective parties hereto may designate in writing:

To AGENCY:  
Executive Director  
Onondaga County Resource  
Recovery Agency  
100 Elwood Davis Road  
North Syracuse, NY 13212-4312

Copy to:  
AGENCY Counsel  
Onondaga County Resource  
Recovery Agency  
100 Elwood Davis Road  
North Syracuse, NY 13212-4312

To HAULER:  
Town of Lysander  
8220 Loop Rd  
Baldwinsville NY 13027  
\_\_\_\_\_  
\_\_\_\_\_

Copy to (if required):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. This Agreement and its attachments (all incorporated herein by reference) constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be changed or modified except by an instrument in writing signed by a duly authorized representative of both parties.
18. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
19. **AGENCY** has notified **HAULER** and **HAULER** acknowledges that the **AGENCY** has or will enter into contracts with thirty-three (33) of thirty-five (35) Municipalities in Onondaga County (See Attachment 6). Those contracts provide that each Participating Municipality will "deliver or cause to be delivered" Solid Waste (as the term "Solid Waste" is defined in those municipal contracts) generated from each such Municipality to the **AGENCY'S** System. The **AGENCY** represents that the contracts are authorized by Title 13-B of the New York Public Authorities Law pursuant to the local police powers granted by the State to local municipalities under the New York Constitution and applicable New York law relative to managing the public health, safety and environmental aspects of solid waste. The **AGENCY** further represents that both the County of Onondaga and the local Participating Municipalities have exercised their police powers by designating by local law or ordinance that Solid Waste from their Municipality will be disposed of only at the Onondaga County Solid Waste Management System. This **HAULER** Agreement will not modify these Delivery Agreements or local laws or ordinances with the municipalities in any way.
20. The parties hereto agree that Stipulated Contractual Damage Payments, as provided in Attachment 5 (incorporated by reference herein), are reasonable and that they will be assessed against **HAULER** for a violation of the **AGENCY** Rules (Operating By-Laws) found in Attachment 4, also incorporated herein by reference, or any of the

Agreement terms herein. Such damage payments will be added to **HAULER'S** monthly bill for tipping fee services for that month and shall be paid with that monthly bill. **HAULER** may dispute that it owes the Stipulated Contractual Damage Payments and if disputed successfully, the **AGENCY** will reimburse that amount upon completion of the Dispute Resolution Procedures found in Attachment 8. The failure of the **AGENCY** to assess a damage payment against **HAULER** in a particular circumstance where the **AGENCY** could assess such payment shall not constitute any waiver, release, condonation, acceptance, or agreement with respect to such act of **HAULER** or with respect to any other **HAULER** or any future act.

21. **HAULER** waives any right or recourse **HAULER** may have in law or in equity with respect to any issue arising out of an asserted violation of this Agreement including the **AGENCY** Rules (Operating By-Laws) found in Attachment 4, also incorporated herein by reference, as well as any stipulated contractual damage payment imposed for violations hereunder that **HAULER** believes was incorrectly calculated or assessed. **HAULER** agrees to be limited solely to the Dispute Resolution Procedures provided herein (See Attachment 8 incorporated herein by reference) and agrees to be bound by any decision resulting therefrom, provided, however that in no instance shall the **AGENCY** enforce any such stipulated contractual damage payment (See Attachment 5) which would prohibit **HAULER'S** use of **AGENCY** Facilities listed in Attachment 2 or **AGENCY** Contracted MRF's until and unless there shall have first been a due process review of the circumstances of such violation by the Executive Director of the **AGENCY** or the Executive Director's designee.
22. **HAULER** shall at all times defend, indemnify and save harmless the **AGENCY** and its officers, agents and employees on account of and from any and all damages, including but not limited to claims, damages, losses, judgments, workers' compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death) or damage to property sustained by (a) **HAULER**, its officers, agents, and employees; (b) the **AGENCY**, their respective officers, agents and employees or; (c) any other person, to the extent that **HAULER'S** negligent act, omission or neglect at any **AGENCY** Facility (See Attachment 2 incorporated herein by reference) or **AGENCY** Contracted MRF was the proximate cause of the damages. The existence of insurance shall in no way limit the scope of this indemnification. **HAULER** further undertakes to reimburse the **AGENCY** for damage to property of the **AGENCY** caused in part or in whole because of **HAULER'S** negligent act, omission or neglect at any **AGENCY** Facility (See Attachment 2). The **AGENCY**, for its part, shall reciprocate and remain responsible for the acts of its own officers, agents and employees for any injuries or damages sustained as a result of their negligent acts or omissions.
23. During the entire term of this Agreement, the **AGENCY** agrees not to engage directly in the collection or hauling of Solid Waste from generators in Onondaga County or elsewhere or to seek authority under its enabling legislation to engage in collection or hauling of Acceptable Waste, (except for hauling ash, Unacceptable Waste at the WTE Facility, Unacceptable System Waste and intra-facility transportation of any waste including residue and by-pass). For its part and in return for this promise, **HAULER** agrees, during the entire term of this Agreement, not to design a plan for,

conduct SEQR review for or apply for a permit to the NYS DEC to construct or operate a transfer station under 6 NYCRR 360 Part 11 or Part 16 that would handle Acceptable Waste from Onondaga County. **HAULER** further agrees during the term of this Agreement not to contract for the construction of, construct, operate, patronize, or make arrangements to utilize or assist others in any way in any of the foregoing activities, a privately-owned transfer station, as that term is defined in 6 NYCRR Part 360 1.2 (172), for the transfer or transport of Acceptable Waste originating in Onondaga County. The provisions of this section shall not apply to construction and demolition debris. **AGENCY** and **HAULER** agree that any violation of this provision will cause the other irreparable harm and that the injured party may apply to the NYS Supreme Court for an immediate temporary restraining order and be also entitled to both a preliminary and a permanent injunction.

24. This Agreement and all of its terms and conditions shall bind and inure to the benefit of the administrators, successors, purchasers, grantees and assigns of the respective parties hereto.
25. The waiver by the **AGENCY** of a breach of any term, Rule, Operating By-Law, covenant, agreement or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, Rule, Operating By-Law, covenant, agreement or condition contained in this Agreement, nor shall any custom or practice which may be established between the **AGENCY** and **HAULER** in the administration of the terms and Rules (See Attachment 4) of this Agreement be construed to in any way lessen the right of the **AGENCY** to insist on the performance by **HAULER** in strict accordance with the terms and Rules of this Agreement.
26. The parties hereby agree that any action, suit or proceeding arising out of this Agreement or any transaction contemplated hereby shall be heard only in State Supreme Court for Onondaga County, New York and neither party shall object to the institution or maintenance of any such action, suit or proceedings, after completion first of Dispute Resolution Procedures (See Attachment 8), in such court based on improper venue, *forum non conveniens*, or any other ground relating to the appropriate forum for such action, suit or proceeding.
27. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Agreement and all other provisions shall remain in full force and effect.



## ATTACHMENT 1

### **DEFINITIONS**

#### **FOR TERMS USED IN "AGREEMENT FOR USE OF OCRRA SOLID WASTE MANAGEMENT SYSTEM"**

Acceptable Solid Waste ("Acceptable Waste") - shall mean all materials or substances discarded or rejected anywhere within Onondaga County (except for the Town and Village of Skaneateles), as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection, including, but not limited to garbage, putrescible solid waste, including animal and vegetable waste resulting from the handling, storage, sale, preparation, cooking or serving of foods; large household furnishings including large and/or bulky articles actually used in the home to equip it for living such as chairs, sofas, tables, beds, mattresses, metal furniture, wooden furniture, and carpeting; railroad ties, large quantities of plastics, telephone poles, refuse, household garbage, light industrial waste, commercial waste, rubbish, trash, waste from governmental and institutional establishments, and MRF residues, but does not include Hazardous Waste as defined herein, ashes from an incinerator, Construction Debris, Demolition Debris, and white goods, large items of machinery and equipment, sewage, septic, cesspool or other human waste, liquid waste, County Designated Recyclables, explosives, ordnance materials, cleaning fluids, used oil, highly flammable substances, hazardous chemicals, concentrations of tires, human and animal remains, regulated medical waste, animal wastes, chemotherapeutic waste, foundry sand, batteries, paints, acids, caustics, poisons, concentrations of drugs and industrial by-products, except where specifically otherwise authorized by the Agency on a case-by-case basis. The Agency will also receive and process, dispose of or recycle the following wastes which do not fall within the definition of "Acceptable Solid Waste" and are, therefore, not required to be delivered to the System hereunder: Yard and Garden Waste, Food Waste for Composting, Construction Debris, Demolition Debris and White Goods.

Agency - means the Onondaga County Resource Recovery Agency.

Agency Contracted Material Recovery Facility ("Agency Contracted MRF") - one or more private Material Recovery Facilities with which the Agency has contracted to accept curbside County Designated Recyclables during the term of this Agreement.

Agency Facilities - Agency Facilities presently include the Agency Transfer Station at Rock Cut Road, and the Construction Debris Processing Facility/Transfer Station at Ley Creek, the Agency Waste-to-Energy Facility operated by Covanta Onondaga LP and located at Rock Cut Road, and the Agency's Yard and Food Waste Composting Facilities in Jamesville and Amboy, all as listed in Attachment 2.

Agency Permitted Hauler - a Hauler holding a valid Agency Hauler Permit.

Agency Representative - any officer, employee, agent, or the individual designated by the Agency as responsible in whole or in part for implementation and/or enforcement of the Rules (Operating By-Laws set forth in Attachment 4). The Agency will advise Haulers of names and titles of those designated Agency Representatives and prominently post at each Agency Facility a copy of same.

Agency Hauler Permit ("Permit") - the Permit issued to qualifying Hauler applicants who complete an Agency Hauler Permit Application and the attachments and appendices thereto. The Agency Hauler Permit allows the use of all Agency Facilities listed in Attachment 2 in compliance with all Agency Rules (Operating By-Laws, see Attachment 4) and, when in effect, participation in the Agency's Haulers Recycling Program for Curbside County Designated Recyclables delivered to an Agency Contracted MRF.

Construction Debris - non-hazardous solid waste resulting from the construction, remodeling and repair of structures and utilities. Included in construction debris are plumbing fixtures, electrical wiring, electrical fixtures, aluminum siding, empty or dried paint cans, other incidental metals, wood (untreated), vinyl siding, wooden shingles, bricks, concrete, asphalt, drywall, plaster, masonry, soil, pressure treated wood, gypsum wall board, insulation, glass, roofing shingles, floor tiles, non-recyclable corrugated cardboard, electric wire insulation, smaller tree stumps, items restricted by WTE Facility, and tires. It does not include large tree stumps, road spoils, garbage (except in incidental amounts), asbestos (friable/non-friable) waste, transformers, light ballasts, metal furniture, wood furniture, metal shelving, wood shelving, carpeting, railroad ties, telephone poles, mattresses, large quantities of plastics, fluorescent lights, large chunks of debris from complete demolition of structures and road building, and similar materials.

County - means the County of Onondaga.

County Designated Recyclables - Onondaga County's Source Separation Law, also known as Local Law No. 2 of 2012 as amended and supplemented (Attachment 9 attached hereto and made a part hereof) specifies County Recyclables. The County Program requires recycling of those Recyclables designated by the **AGENCY** for inclusion in the Countywide Recycling Program. A list of these recyclables is set forth in Attachment 3 which is also attached hereto and made a part hereof.

DEC - means the New York State Department of Environmental Conservation.

Demolition Debris - Solid Waste resulting from demolition of structures, roads and land clearing.

Felony - an offense for which a sentence to a term of imprisonment in excess of one year may be imposed. See N.Y. Penal Law Section 10.00(5).

Food Waste - is a component of Solid Waste consisting of putrescible waste (i.e., wastes that contain organic matter capable of being decomposed by micro-organisms) resulting from the handling, storage, sale, preparation and serving of food. Some examples of food waste may include spoiled produce, trimmings from leafy vegetables, peelings from produce, dairy and bakery by-products and other closely related materials.

Generator/Generator Source/Waste Generator - any person or entity which produces Solid Waste and/or Recyclables requiring off-site disposal or recycling.

Hauler - any person, company, firm, or municipality engaging in the collection, transportation, disposal or delivery of Acceptable Solid Waste and Recyclables generated in the Participating Municipalities in Onondaga County, other than an individual's own residential waste when self-hauled.

Hauler Disposal Agreement - the agreement between a Hauler and a Solid Waste Generator to provide hauling, recycling and disposal services for the Generator.

Hauler Permit Identification Number or Permit Number - that Agency-issued number provided to Haulers who have properly completed a Hauler Permit Application and been issued a Permit to use Agency Facilities and which must be displayed on the Agency Permitted Hauler's vehicles to access and utilize Onondaga County Solid Waste Management System Facilities (see Attachment 2).

Hazardous Waste

(i) any waste, excluding Household Hazardous Waste, which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture under federal, state or local law, or under rules, policies or guidelines issued in relation thereof, as they may be amended from time to time including, but not limited to:

(1) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984) and the regulations contained in 40 CFR Parts 260-281;

(2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.) and the regulations contained in 40 CFR Parts 761-76;

(3) the State Environmental Conservation Law (Title 9 of Article 27) and the regulations contained in 6 NYCRR Parts 370, 371, 372, 373 (subpart 373-3);

(ii) radioactive materials which are source, special nuclear or by-product materials as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 CFR Part 40; or

(iii) any other material that by federal, state or local law, or under rules, regulations, policies, guidelines or orders having the force of law in relation thereto are regulated as harmful, toxic or hazardous to health and ineligible for processing at any Onondaga County Solid Waste Management System Facility.

Household Hazardous Waste - means household generated wastes which, but for its point of generation, would be a Hazardous Waste as defined herein and includes such items as paint, pesticides, used motor oil, paint thinners, batteries and other containerized similar materials that, as such, are exempt from state and federal regulations.

Material Recovery Facility - a private or public facility for receiving and processing recyclable materials into marketable commodities.

Municipal Hauler - means any village, town, city, county or other governmental entity, or any entity operating by or on behalf thereof, engaging in the collection, transportation, disposal or delivery of Acceptable Solid Waste and Recyclables for a municipality located in Onondaga County.

Municipality - means any village, town or city in the County of Onondaga.

Onondaga County Mixed County Designated Recyclables - the entire stream of County Designated Recyclables set out by Generators in the Participating Municipalities with no components removed or "skimmed" therefrom.

Onondaga County Solid Waste Management Plan - in October 2016, the County adopted an updated integrated Solid Waste Management Plan for the disposal of solid waste generated in the County. The primary goals of the plan continue to be implementing: (1) Waste reduction; (2) Recycling; (3) Recovery of useful energy through solid waste combustion; and (4) Landfilling. This plan will be periodically updated. The Agency has been designated as the lead Agency to implement this Plan.

Onondaga County Solid Waste Management System - ("System") those Agency Facilities ("Facility/Facilities") listed in Attachment 2 made available to the thirty-three (33) Participating Municipalities in Attachment 6 to manage their Solid Waste in accordance with the Onondaga County Solid Waste Management Plan and the New York State Solid Waste Management Plan according to the State Solid Waste management priorities set forth in Environmental Conservation Law Section 27-0106.

Participating Municipality - the thirty-three (33) Municipalities listed in Attachment 6 that have signed agreements or will sign agreements with the Agency that require each such Municipality, among other things, to deliver or cause to be delivered into the System all Acceptable Solid Waste collected within such Municipality whether by the Participating Municipality, its contracted agent, or a privately engaged Hauler. These Municipalities also have agreed or will agree to actively participate in the Source Separation and curbside collection of Recyclables and other aspects of the recycling program under the Onondaga County Solid Waste Management Plan.

Processing and Marketing Fee - Any fee charged by or paid to an Agency Contracted Materials Recovery Facility by the Agency for processing of Mixed County Designated Recyclables delivered by Agency Permitted Haulers to the Agency Contracted MRF which may include some component or all of the cost of separation, processing, storage and marketing of Mixed County Designated Recyclables into marketable materials for re-use for other than energy recovery.

Recyclables - those materials which, under any applicable law are not Hazardous Waste, and which are able to be practically separated from non-recyclable waste and for which recycling or re-use markets can be accessed for less than the costs of disposal.

Recyclers - means those who deal with Recyclables including but not limited to collectors, separators and marketers. This includes not-for-profit corporations and religious and charitable organizations which collect Recyclables for fund raising purposes.

Solid Waste - means all materials or substances discarded or rejected as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse, industrial and commercial waste, sludges from air or water pollution control facilities or water supply treatment facilities, rubbish, ashes, contained gaseous material, incinerator residue, demolition and construction debris and offal, but not including sewage and other highly diluted water-carried materials or substances and those in gaseous form, source, special nuclear or by-product material within the meaning of the Atomic Energy Act of 1954, as amended, and waste which appears on the list of hazardous waste promulgated by the Commissioner of the DEC pursuant to Section 27-0903 of the Environmental Conservation Law.

Source Separation - means the segregation of recyclable materials from the Solid Waste stream at the point of generation for separate collection, sale or other disposition.

Tipping Fee - the fee charged Haulers per ton at Onondaga County Solid Waste Management System Facilities and at an Agency designated MRF to dispose of Acceptable Solid Waste, Construction Debris, Yard Waste, Food Waste, White Goods, Recyclables and other materials as established from time to time by the Agency's Board of Directors pursuant to Public Authorities Law Section 2045-e(14).

Unacceptable System Wastes - means those wastes that are not acceptable at any Agency Facility, namely (a) Hazardous Waste; (b) large items of machinery and equipment, such as motor vehicles and major components thereof (e.g., transmissions, rear ends, springs, fenders and automobile gasoline tanks), agricultural equipment, trailers and marine vessels; (c) sewage, septic, cesspool or other human wastes, liquid waste, incinerator ash or residue, explosives, ordnance materials, cleaning fluids, used oil of any kind including (without limitation) lubricating, engine, crankcase, and cutting oils, sludges, highly flammable substances, hazardous chemicals, offal, animal wastes, human and animal remains, regulated medical waste (as defined in 6 NYCRR subpart 364.9), chemotherapeutic waste, foundry sand, auto batteries, paints, acids, caustics, poisons, drugs and other like materials, the receipt or processing of which is likely to cause damage to or adversely affect the operation of any Agency Facility, friable and non-friable asbestos items/materials; (d) other materials the receipt or processing of which constitutes a substantial endangerment to health or safety of employees or others; and (e) other materials the receipt and processing of which violates or causes the violation of any Applicable Law; provided, however, that the items specified in clause (c) shall not constitute Unacceptable Waste to the extent delivered in small quantities as part of the normal waste stream and does not otherwise constitute Unacceptable System Waste pursuant to clauses (d) or (e) above.

Unacceptable Waste at the Agency Waste-to-Energy (WTE) Facility - means those wastes that are not acceptable at the Agency's Waste-to-Energy Facility, namely (a) Hazardous Waste; (b) demolition debris and dirt, concrete and other non-burnable construction and demolition rubble and material; (c) refrigerators, washing machines and similar "white goods"; (d) large items of machinery and equipment, such as motor vehicles and major components thereof (e.g., transmissions, rear ends, springs, fenders, automobile gasoline tanks), agricultural equipment, trailers and marine vessels, furniture or any other item of waste exceeding six feet in any one of its dimensions; (e) sewage, septic, cesspool or other human wastes, liquid waste, incinerator residue, large concentrations of plastics, explosives, ordnance materials, metal and wooden furniture and shelving, railroad ties, telephone poles, mattresses, carpeting, cleaning fluids, used oil of any kind including (without limitation) lubricating, engine, crankcase, and cutting oils, sludges, highly flammable substances, hazardous chemicals, unshredded tires, offal, animal wastes, human and animal remains, regulated medical waste (as defined in 6 NYCRR subpart 364.9), chemotherapeutic waste, foundry sand, batteries, paints, acids, caustics, poisons, drugs and other like materials, the receipt or processing of which is likely to cause damage to or adversely affect the operation of the Waste-to-Energy Facility; (f) other materials the receipt or processing of which constitutes a substantial endangerment to health or safety of employees and others; and (g) other materials the receipt and processing of which violates or causes the violation of any Applicable Law; provided, however, that the items specified in clauses (b) and (e) shall not constitute Unacceptable WTE Waste to the extent delivered in small quantities as part of the normal waste stream and does not otherwise constitute Unacceptable WTE Waste pursuant to clauses (f) or (g) above. Some of these items/wastes may be acceptable for delivery to Agency System Facilities other than the Agency WTE Facility.

White Goods - means large metal appliances manufactured for residential use including freezers, ovens, dishwashers, refrigerators, washing machines, dryers, stoves, and similar major household appliances.

Yard and Garden Waste - means yard waste, leaves, grass clippings, weeds, brush and tree limbs up to 3" in diameter, cuttings from shrubs and hedges, garden debris and other similar material generated by the maintenance of residential property.

## ATTACHMENT 2

### ONONDAGA COUNTY SOLID WASTE MANAGEMENT SYSTEM FACILITIES

The following are the designated Solid Waste Management System Facilities ("Facilities") of the Onondaga County Resource Recovery Agency (OCRRA or "Agency Facility"):


Waste-to-Energy Facility: The Onondaga County Resource Recovery Facility ("OCRRF") is a Waste-to-Energy Facility located on Rock Cut Road in the Town of Onondaga. It is the designated facility for receipt of all Acceptable Solid Waste materials that can be processed (combusted with energy recovery) according to the rules and regulations established by the Agency's facility operator, Covanta Onondaga, LP. Only self-unloading vehicles are allowed to use the Agency's Waste-to-Energy Facility.

Transfer Stations: The Agency-operates two permitted Transfer Stations. During the term of this Contract, all commercial Haulers, requiring size reduction or C&D processing will be directed to the Rock Cut Road Facility. Haulers cannot continue to use the Ley Creek Facility.

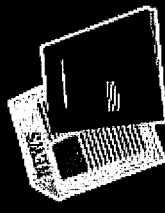
- Ley Creek Transfer Station is in the Town of Salina off of Seventh North Street and is designated as the site to only receive Acceptable Solid Waste and Recyclables from residents and non-commercial small users who must hand unload their vehicles.
- Rock Cut Road Transfer Station is located in the Town of Onondaga, across from the OCRRF, receives Construction and Demolition Debris as well as non-recyclable Acceptable Solid Waste from large Haulers that can dump or self-unload and small Haulers or "small commercial users" not possessing self-unloading vehicles. Existing Construction and Demolition Debris tipping rates apply only if these materials are delivered to Rock Cut Road Transfer Facility.

The Agency reserves the right to direct self-unloading vehicles to directly tip at OCRRF.

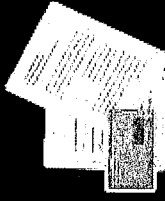
Compost Sites: The Agency operates two Yard and Garden Waste compost sites. They are located on Route 91 in the Town of DeWitt and on Airport Road in Amboy in the Town of Camillus. The Amboy Facility also composts food waste. Rates for the use of these facilities are set by the Agency Board of Directors, generally on an annual basis. The facilities accept Yard and Garden Waste, Food Waste and some loads of clean wood (e.g., pallets) generated from within the participating Municipalities of Onondaga County.




## Recycle Curbside:



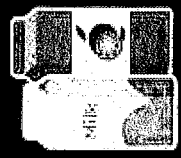
**Newspapers, magazines,  
catalogs, softcover books**  
Keep loose. Don't tie.




**Papers, mail,  
envelopes**



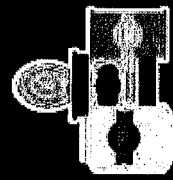
**Cardboard, pizza,  
pasta, cereal boxes, etc.**  
Flatten.



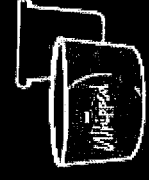
**Milk and juice cartons**  
Empty and rinse.



**Plastic bottles and jugs**  
Empty and replace cap.



**Cans and jars**  
Empty and rinse. Labels ok.




**Plastic dairy tubs**  
Empty and rinse; no lids.

## Recycle Elsewhere:

**Plastic bags & film wraps**

Return clean, dry bags/wraps to your local grocer or retailer or do NOT  
bag your recyclables or put loose bags in the bin. They will not be recycled.



**CCRRA**  
ORG

Don't see an item above? Find the proper disposal method at [CCRRA.org](http://CCRRA.org) or call (315) 453-2866.



## ATTACHMENT 4

### AGENCY OPERATING BY-LAWS ADOPTED AS AGENCY RULES FOR HAULERS

#### GENERAL

- 1.1 When the Onondaga County Resource Recovery Agency ("OCRRA" or "Agency") changes the list of Acceptable Solid Waste for delivery at any Agency Facility and/or the lists of Unacceptable Wastes, the Agency will provide a current copy of such updated list to each Agency Permitted Hauler. Prior to adoption of any such change, the Agency will, when feasible, provide sixty (60) days advance written notice of such proposed change to the Haulers and give them an opportunity to comment thereon.
- 1.2 No Agency Permitted Hauler vehicle will be issued an Agency Hauler Permit unless such vehicle has a valid State Department of Motor Vehicle Registration, Inspection Certificate and, those vehicles using the Agency Waste-to-Energy Facility must be "self-unloading" (i.e., able to empty its contents at the Facility without handling). Haulers shall provide an update of any changes in required Agency Hauler Permit data within five (5) working days. No new vehicle permits can be issued before providing such data.
- 1.3 No Hauler vehicle containing Acceptable Solid Waste for delivery to an Agency Facility shall be allowed to enter the Agency Facility unless it shall first have been weighed on the Agency Facility scale and/or logged at the Agency Facility gate except for those Hauler vehicles containing only bag stickered waste. All Haulers will be issued an electronic key card that is to be used at the Rock Cut Road Transfer Station. Each card will be unique to each vehicle that is registered and issued a permit and will be delivered to the hauler for use by that vehicle at the Rock Cut Road Facility.
- 1.4 No Hauler vehicle containing Acceptable Solid Waste for delivery to an Agency Facility shall be allowed to enter the Agency Facility unless it shall have a valid Agency Hauler Permit Identification Number prominently displayed in the location designated by the Agency.
- 1.5 Agency Hauler Permits shall be valid from January 1st of each year or the date of issuance through December 31st of the same year. No proration of Permit fees will occur for Agency Hauler Permits issued after January 1st. Agency Hauler Permits are not transferrable. Permit renewal applications must be completed and submitted to the Agency with the necessary fees prior to December 31st, to ensure no lapse in Agency Hauler Permits.
- 1.6 Amendments to the contract terms found on pages 1 through 9 hereof are not permitted except upon the written consent of both the Agency and the Hauler. The Agency shall have the right, however, upon sixty (60) days public notice in the official Agency newspaper to add, modify, delete or substitute only from the Rules (Attachment 4) or hours of operation as herein provided. Notice of such change shall also be mailed to each holder of a valid Agency Hauler Permit and Haulers will be given ten (10) business days to comment on such change prior to such change taking effect. This requirement shall not

apply to changes specified herein where only advance notice is required (e.g., change of transfer station hours).

- 1.7 The Agency Representative at an Agency Facility may request that the Hauler dump its load in an area where its contents can be inspected and the Hauler must comply with such request in a reasonable manner and within a reasonable time frame.
- 1.8 The Agency Representative may reject any load delivered to an Agency Facility and containing Unacceptable Wastes and charge the Hauler for reloading any vehicle delivering Unacceptable Wastes. Alternatively, the Agency Representative may at his or her discretion require the Hauler's driver to remain, or a designated representative or official of Hauler's firm, and the vehicle contents, until representatives of the Department of Environmental Conservation or other regulatory body have inspected the material. The AGENCY may also take any corrective action it deems appropriate including, but not limited to, excavation, loading, transport and disposal at proper facilities, all at the cost of Hauler, and/or impose the stipulated contractual damage payments to be made by the Hauler to the Agency as provided in Attachment 5 hereunder.
- 1.9 The parties have agreed upon stipulated contractual damage payments (See Attachment 5), which both parties agree are reasonable in amount, to be made by the Hauler to the Agency for violation of these Rules (Agency Operating By-Laws) or of the base contract to which they are appended.
- 1.10 The Agency reserves the right to revoke the Agency Hauler Permit of any Agency Permitted Hauler that is convicted of a Felony regarding actions performed under this Agreement.
- 1.11 The Hauler agrees not to defraud the Agency nor use any aspect of the Onondaga County Solid Waste Management System to defraud the Hauler's customers. Among other things, the Hauler recognizes that delivering out-of-Onondaga County sourced Recyclables to the Agency Contracted MRF and then seeking the Agency to pay or guarantee any MRF processing and marketing fee for those Recyclables constitutes a fraud on the System. Similarly, delivering Onondaga County Mixed County Designated Recyclables to the MRF and seeking the Agency to pay or guarantee any MRF processing and marketing fee for those Recyclables while Acceptable Solid Waste generated by the same generator source as those Mixed County Designated Recyclables is taken to some place other than an Agency Facility, is both a breach of this Agreement and a fraud on the Onondaga County Solid Waste Management System.
- 1.12 All Hauler vehicles collecting Solid Waste or Recyclables within Participating Municipalities in the County shall have the name of the Hauler firm printed in letters at least three (3) inches high on both sides of the vehicle cab.

#### DELIVERY TERMS

- 2.1 The Agency Permitted Hauler hereby agrees to deliver all Acceptable Solid Waste collected in Onondaga County's Participating Municipalities (see Attachment 6) to Agency Facilities (see Attachment 2). Transport by the Hauler of Acceptable Solid Waste picked up in Onondaga County across an Onondaga County boundary line (i.e., out of

Onondaga County) or into the Town or Village of Skaneateles shall be deemed an automatic violation of this Rule 2.1.

- 2.2 The Agency Permitted Hauler agrees to deliver only Acceptable Solid Waste collected in Onondaga County's Participating Municipalities to Agency Facilities. Agency Permitted Haulers that deliver or attempt to deliver other than Acceptable Solid Waste as defined herein to any Agency Facility will be subject to a Stipulated Contractual Damage Payment as provided in Attachment 5. The Agency agrees that if there is a dispute with a load's contents, the Hauler may ask for an opportunity to inspect the load, which may be held for up to one hour at the Hauler's request, so that there is a complete understanding of any alleged Contract violation regarding such load's contents.
- 2.3 The Agency Permitted Hauler agrees to provide for collection of Recyclables in every Hauler Disposal Agreement with residential and commercial customers (unless an individual customer has alternate recycling provisions confirmed by the Hauler with the Agency to have been already pre-approved by Agency) as part of its standard service and to include the cost of such collection in its standard waste collection rates, whether or not Recyclables are set out for collection by the Hauler's contracted client. Under no circumstances will the customer be allowed to not provide recycling hauling services either as a self-Hauler or through Hauler's services hereunder and Hauler must immediately notify the Agency of any customer who attempts to do so.
- 2.4 The Agency Permitted Hauler agrees NOT to deliver County Designated Recyclables as Acceptable Solid Waste or mixed in with Acceptable Waste to any Agency Facility that handles Acceptable Solid Waste. The inadvertent inclusion by a Waste Generator of a small amount (i.e., up to 5%) of County Designated Recyclables in a load of Acceptable Solid Waste delivered to an Agency Facility shall not be considered an actionable violation under this Agreement, provided other applicable contract terms are not violated.
- 2.5 The Agency Permitted Hauler shall be excused from compliance with the requirement to provide for collection of County Designated Recyclables in every Hauler Disposal Agreement where: 1) curbside collection of County Designated Recyclables is conducted by the Municipality in which the Waste Generator is located; and 2) the Municipality provides the Agency with a certified copy of the resolution, ordinance or official act authorizing municipal collection of such Recyclables. If, at any time, the Municipality shall cease curbside collection of Recyclables, Rule 2.3 shall immediately apply to any or all Agency Permitted Haulers operating within the Municipality.
- 2.6 Haulers shall have the responsibility and shall make every effort to prevent the delivery of any Unacceptable Wastes to any Agency Facility.

Specifically the Hauler will:

- a) Agree to, at least annually, provide each of its customers with a listing, provided by the Agency, of what constitutes Unacceptable Wastes including Hazardous Waste, and such other waste reduction, recycling, and disposal information as the Agency shall deem appropriate. Each Hauler shall include in every Hauler/Disposal Agreement, whether written or oral, any such list of Unacceptable Wastes as may be made available from the Agency (including but not limited to Hazardous Waste, medical waste, and other regulated waste) which waste is not to be included with

Acceptable Solid Waste for delivery to any Agency Facility.

- b) Agree to assist the Agency or other legally constituted regulatory or enforcement Agency in efforts to identify the origin of Unacceptable Wastes delivered to any Agency Facility.
  - c) Agree to allow an Agency Representative to inspect all loads of Solid Waste delivered by Hauler vehicles to any Agency Facility.
  - d) Require that each waste handling and/or transporting employee of an Agency Permitted Hauler be trained to identify and remove Unacceptable Wastes so that it is not delivered to any Agency Facility.
  - e) The Agency will arrange and coordinate meetings with the N.Y.S. Department of Labor (DOL), NYSDEC and Haulers to promote cooperative efforts with respect to proper handling and processing of such materials.
- 2.7 The Hauler shall have the obligation to maintain all vehicles entering Agency Facilities in a manner that minimizes noise, odor and litter or debris and the Agency shall have the right to penalize or refuse entry to any vehicle that is not covered, or in the reasonable judgment of the Agency or its Agent, maintained and/or operated in a manner that minimizes noise, odor and litter or debris. The Hauler shall not allow leachate waste to drain from the Hauler vehicle at or near an Agency Facility except for incidental amounts which drain out during the dumping process.
- 2.8 Hauler agrees before pickup or delivery to permanently affix the Agency-issued Hauler Permit Identification Number on each of its permitted vehicles in the location specified by the Agency. The Hauler agrees to visibly identify its Hauler name and number according to Agency guidelines. The Hauler further stipulates that it will use the electronic key card for each vehicle permitted at the Rock Cut Road Transfer Station. Failure to return key cards no longer needed by Hauler will result in a ten dollar (\$10.00) fee to Hauler.
- 2.9 The Hauler agrees that its driver or a designated company official will remain at the Agency Facility if directed to do so for some valid reason by an Agency Representative until authorized to leave and to obey the directions and instructions of Agency Representatives while at an Agency Facility.
- 2.10 Haulers shall not deliver Yard and/or Garden Waste alone or mingled with Acceptable Solid Waste to any Agency Facility except the Agency Compost Sites listed in Attachment 2.

### OPERATION

At each Agency Facility, the following shall apply:

- 3.1 All vehicle traffic will be directed by Agency Representatives or its agents. All scales will be operated on a "first-come, first-served" basis, except that Agency Permitted Haulers will generally be processed over the scales on a priority basis ahead of non-Haulers during normal weekday hours of operation. The Agency will designate and provide a separate

unloading area for non-self-unloading Haulers at the Rock Cut Road Transfer Station and will direct all such Haulers to the designated area for unloading during all hours of operation during the term of this Agreement to avoid delaying self-unloading Haulers.

- 3.2 No vehicles shall approach the scale until directed by the Scale Operator.
- 3.3 Speed limit on all Agency Facility roadways is 10 mph, unless otherwise posted. Speed limits will be strictly enforced.
- 3.4 The vehicle driver shall specifically state town, village or city of origin and class of the load (MSW, Construction Debris or other).
- 3.5 The Driver will use the electronic key card and interface with the electronic scale to enter the weight of their vehicle for admittance.
- 3.6 When directed by the Scale Operator, the Hauler shall proceed with caution to the Agency Facility tipping floor and deposit loads as directed by the Agency Representative. The Hauler shall proceed with all reasonable haste under the direction of the Agency Representative to deposit loads so as to minimize vehicle waiting time.
- 3.7 As directed by the Scale Operator during weigh-in, all vehicles' weights shall be confirmed by stopping at the out-bound scale prior to departure from the Agency Facility. Any dispute of in or out weights shall be made before leaving the Agency Facility or those weights shall be deemed accepted by the Hauler as final. The driver will then use the electronic key card to complete the transaction before departing the site.
- 3.8 The Hauler will not knowingly discharge leachate on the premises of any Agency Facility in violation of DEC, EPA or local regulations or laws.
- 3.9 All vehicles, roll off boxes and trailers shall be covered, not leaking, and maintained in a safe and sanitary condition.
- 3.10 Upon request, the Hauler shall discharge loads in special area to facilitate load verification.
- 3.11 The definition of Acceptable Solid Waste and Unacceptable Wastes may be modified by the Agency at the request or direction of the New York State Department of Environmental Conservation or by the Agency as a result of requirements of the waste processing Facility or Agency processing experience. The Agency will, where feasible, provide Haulers with prior written notice of at least sixty (60) days of any such modification.
- 3.12 Hand sorting, picking over or scavenging of dumped waste at an Agency Facility will not be permitted at any time by either Hauler personnel or Agency personnel.
- 3.13 No loitering will be permitted at any Agency Facility.
- 3.14 At all times while on Agency Facility premises, the Hauler shall comply with Agency-

designated Representatives' instructions.

- 3.15 A violation of these rules shall be noted and the Hauler shall be served with a Notice of Violation and subjected to a stipulated contractual damage payment as set forth in Attachment 5.
- 3.16 Smoking is prohibited on all Agency Facility premises.
- 3.17 Other rules, as posted by the Agency or its Agent from time to time, upon advance notice as set forth previously herein, shall be strictly obeyed.
- 3.18 Any individual employee or agent of the Hauler creating a disturbance or speeding at an Agency Facility may, at the discretion of the Agency, be prohibited from entering the grounds of any or all Agency Facilities for a period to be determined by the Agency after proper written notification to the Hauler's designated representative.
- 3.19 The Hauler agrees to collect, transport and dispose of all collected Acceptable Solid Waste and Recyclables in compliance with all applicable state and federal, County and local laws, rules and regulations, including, but not limited to those rules and regulations promulgated by New York State Department of Environmental Conservation, State Department of Transportation, Federal Department of Transportation and the U.S. Environmental Protection Agency as well as local city, town and village laws, rules and regulations. This Section shall not be interpreted as making the Hauler responsible for any such matter hidden by a Generator in a load picked up by it.
- 3.20 Vehicles are not to be left unattended while at or on any Agency Facility, nor off the site if same impedes approach to or exit from the Agency Facility.
- 3.21 Foul language and inappropriate behavior is not permitted on site (i.e., loitering, spitting, swearing, lewd gestures, etc.) of any Agency Facility.
- 3.22 No Hauler employee shall possess, consume or be under the influence of any illegal or intoxicating substance while on Agency Facility. There is no smoking at all OCRRA Facilities and haulers may be denied entry if they are seen smoking.
- 3.23 The Agency will provide at the OCRRF, a trailer or other appropriate receptacle to accommodate reasonable quantities of oversized Acceptable Solid Waste, which that Agency Facility is permitted to accept for disposal but cannot process because of its size.
- 3.24 The Hauler agrees that if a load is dumped at the Ley Creek or the Rock Cut Road Transfer Station, at other than the designated dumping areas, such Hauler may be required to reload for a fee of twenty-five dollars (\$25.00).
- 3.25 Fee for replacement of Electronic Key Cards shall be ten dollars (\$10.00) per card.

## HAULER PAYMENT TERMS

- 4.1 For qualified Agency Permitted Haulers, disposal fees may be billed monthly with payment to be received by the Agency as set forth below:
- Agency policy requires that payments for billed services are to be received by the Agency by 12:00 noon on the last business day of the month during which the billing occurred.
  - A five percent (5%) late charge will be assessed if funds are not received by 12:00 noon on the last day of the month of billing and the Agency will notify member municipalities of the loss of Hauler in good standing status. Then additionally, after this period, if funds are not received within three (3) business days, accounts will be placed on a cash on delivery ("C.O.D.") basis until such balances, plus late charges, are paid in full.
  - In the event eight (8) business days pass from the due date without payment, all transfer services will be denied to the non-compliant Hauler firm.
  - Haulers receiving such credit may be required to post a Corporate Guarantee of Payment including corporate financial statements.
- 4.2 For Agency Permitted Haulers desiring credit, but that in the Agency's determination do not qualify, the Agency may choose other options, such as the posting of an irrevocable direct pay letter of credit which must be sufficient to cover one (1) month's average Tipping Fees for that Agency Permitted Hauler.
- 4.3 Haulers that provide for regular collection of curbside Onondaga County Designated Recyclables originating from residences in Onondaga County are eligible to participate in the Agency Program for such recyclables that are delivered to an Agency Contracted Materials Recovery Facility (MRF) upon the following terms and conditions:
- a) Deliveries must either be made to an Agency Contracted MRF or Haulers must certify the amount of such Recyclables delivered to any other MRFs on a monthly basis to the OCRRA Director of Waste Reduction and Recycling so that Agency may track the various outlets receiving Onondaga County Designated Recyclables.
  - c) Deliveries to each MRF must include all Onondaga County Designated Recyclables, (i.e., newspapers, glass bottles, metals and plastics, magazines and catalogues, brown paper bags, aerosol cans, milk and juice cartons, corrugated cardboard, discarded mail, home office paper, paperboard, telephone books, soft cover books, and any other subsequently designated mandatory recyclable). The entire stream of curbside Recyclables must be delivered "unskimmed" to an Agency Contracted MRF in order to qualify. Any recycling related educational information provided by the Hauler to residents on a mass communication basis (i.e., website, flyers, decals) to instruct residents on the acceptable materials under the Agency Curbside Recyclables Collection Program must be pre-approved by the Agency prior to posting or distribution by the Hauler.

- d) The Hauler hereby certifies that all Acceptable Solid Waste picked up from the same customers who were the source of the delivered Onondaga County Designated Recyclables was and will continue to be delivered to an Agency Facility during the term of this Agreement.

#### **OTHER TERMS**

- 4.4 Subject to Rule 1.7, for the full term of the Contract, paragraph 5a of the Agreement, as it relates to construction and demolition debris, will not be subject to Amendment. In other words, Haulers would be encouraged but not be required to bring Construction Debris and/or Demolition Debris to Agency Facilities during the term of the Agreement.
- 4.5 The Agency agrees upon e-mail or written request to place the Hauler that has signed this (2) year Agreement on a mailing list to notify it of Board meetings and special Board meetings and would allow the Hauler, when they provide a prior request, to speak briefly, either before or after any such meeting.
- 4.6 The Agency agrees to provide Haulers with thirty (30) days advance written or email notice of any operational changes, including hours of operation, at its Ley Creek or Rock Cut Road Facilities.
- 4.7 The Agency agrees that if there is a dispute with a load's contents, the Hauler may ask for an opportunity to inspect the load in the presence of an Agency representative, which may be held for up to one (1) hour at the Hauler's request, so that there is a complete understanding of any alleged Contract violation regarding such load's contents.
- 4.8 Hauler agrees to not deliver contaminated waste to Agency Compost Sites.



## ATTACHMENT 5

### STIPULATED CONTRACTUAL DAMAGE PAYMENTS FOR VIOLATION OF AGENCY CONTRACT TERMS INCLUDING RULES

Reference to this Contract Main Body Paragraph has a Prefix "C" or Contract Rules Attachment 4 has a Prefix "R"	Violation	Payment for 1 <sup>st</sup> Violation	Payment for each additional Violation
R1.5 C11	Failure to update required Hauler Permit data	\$200	\$500
R1.4/2.8	Failure to properly display Hauler Permit Identification Number or identify Hauler name	\$100	\$500
R1.7	Failure to allow Waste Inspection	\$250	\$500
R1.11 6b (c)	Defrauding the Agency or committing Felony involving the Onondaga County Solid Waste Management System	\$50,000 and/or Permit Revocation	\$100,000 and/or Permit Revocation
R1.12	Failure to display Hauler Firm name	\$100	\$500
R2.1 C5a/19	Failure to deliver all Acceptable Solid Waste collected within Participating Municipalities to Agency Facilities	\$100,000	\$250,000 and/or Permit Revocation
R2.2 C6a.***	Delivery of Non-Hazardous Unacceptable Waste to an Agency Facility	\$1,000	\$5,000
R2.2/2.6** R2.6***	Delivery of Hazardous Waste to an Agency Facility	\$25,000 and cost of clean-up, removal and disposal	\$50,000 and cost of clean-up, removal and disposal
R2.3	Failure to provide for recycling collection	\$2,000	\$5,000
R2.4** R2.4***	Delivery of Recyclables as Solid Waste	\$250	\$500
R2.6***	Delivery of Non-Hazardous Unacceptable Regulated Waste	\$1,000	\$2,000
R2.6***	Delivery of Regulated Medical Waste (i.e., non- autoclaved)	\$2,000	\$5,000
R2.7	Failure to maintain Hauler vehicle	\$100	\$200
R2.7/3.8	Draining leachate at an Agency Facility	\$500	\$1,000
R2.8	Delivery in an Unpermitted Hauler vehicle	\$500	\$1,000

**ATTACHMENT 5**  
**(cont.)**

Reference to this Contract Main Body Paragraph has a Prefix "C" or Contract Rules Attachment 4 has a Prefix "R"	Violation	Payment for 1 <sup>st</sup> Violation	Payment for each additional Violation
R2.9/3.14	Failure to remain at Facility when requested or follow directions	\$250	\$500
R2.10	Delivery of Yard and/or Garden Waste to WTE or Transfer Facilities	\$250	\$500
R3.3	Speeding on Facility roadway	\$100	\$200
R3.4	Failure to provide information on origin of load when asked	\$1,000	\$5,000
R3.9	Failure to cover leaking or unsanitary Hauler vehicle	\$100	\$200
R3.10	Failure to allow load verification	\$500	\$1,000
R3.12	Hand sorting, picking or scavenging by Hauler personnel	\$50	\$100
R3.13	Loitering at an Agency Facility	\$50	\$100
R3.16	Smoking at an Agency Facility	\$500	\$1,000
R3.20	Unattended vehicle or blocking access at an Agency Facility	\$100	\$200
R3.21	Foul language or inappropriate behavior	\$50	\$100
R3.22	Possessing, consuming or being under the influence of intoxicating or illegal substance while on premises of an Agency Facility	\$1,000	\$5,000
R4.1 C8/C20	Failure to maintain Agency Account Balance	\$100	Payment in Full Cash Only
R4.1 C11*	Failure to maintain LOC	\$500	
	Failure to maintain good standing	\$500/day	
R4.8	Contaminated food at compost site	\$25/unit	\$25/unit

**ATTACHMENT 5**  
**(cont.)**

If the Hauler is comprised of more than one individual, corporation, or other entity, each of the entities comprising the Hauler shall be jointly and severally liable for contract violations.

- \* PAYMENT TOLLED DURING PENDENCY OF DISPUTE RESOLUTION PROCEDURE (SEE ATTACHMENT 8).
- \*\* PAYMENTS WILL BE ASSIGNED TO HAULER FOR EACH INDIVIDUAL GENERATOR PLUS THE AGENCY'S COST OF PROPER DISPOSAL OR RELOADING DELIVERY VEHICLE AND ANY DAMAGES RELATED TO SUCH DELIVERY.
- \*\*\* FIRST VIOLATION IN EACH CONTRACT YEAR FROM ANY ONE GENERATOR WILL NOT BE PENALIZED. THE SECOND SUCH VIOLATION IN ANY CONTRACT YEAR FROM THE SAME GENERATOR SHALL BE CONSIDERED A 1<sup>st</sup> VIOLATION HEREUNDER FOR CONTRACT DAMAGE PAYMENT PURPOSES.

## ATTACHMENT 7

### MUNICIPALITIES THAT HAVE PARTICIPATED IN THE ONONDAGA COUNTY SOLID WASTE MANAGEMENT SYSTEM

#### TOWNS

Town of Camillus  
Town of Cicero  
Town of Clay  
Town of DeWitt  
Town of Elbridge  
Town of Fabius  
Town of Geddes  
Town of LaFayette  
Town of Lysander  
Town of Manlius  
Town of Marcellus  
Town of Otisco  
Town of Onondaga  
Town of Pompey  
Town of Salina  
Town of Spafford  
Town of Tully  
Town of Van Buren

#### VILLAGES

Village of Baldwinsville  
Village of Camillus  
Village of East Syracuse  
Village of Elbridge  
Village of Fabius  
Village of Fayetteville  
Village of Jordan  
Village of Liverpool  
Village of Manlius  
Village of Marcellus  
Village of Minoa  
Village of N. Syracuse  
Village of Solvay  
Village of Tully

#### CITIES

City of Syracuse

## ATTACHMENT 8

### **CRITERIA FOR HAULER IN GOOD STANDING**

Except for purposes of Section 7 of this Agreement, a “Hauler in Good Standing” must meet all of the following criteria:

1. Hauler must have a valid current Onondaga County Resource Recovery Agency (“OCRRA” or “Agency”) Hauler Permit and must have executed this Agreement.
2. All requirements set forth in the current Agency Hauler Permit must not lapse or be cancelled (e.g., insurance requirement limits and coverages must be maintained).
3. Hauler must make all payments according to the agreed upon payment terms of this Agreement and shall not be past due on any Agency invoices for services, violation stipulated damage payments, etc.
4. Hauler shall comply with all terms and conditions set forth in this Agreement including delivery of all Acceptable Solid Waste collected in the thirty-three (33) Participating Municipalities in Onondaga County to Onondaga County Solid Waste Management System Facilities (Attachment 2).
5. The Agency will consider that a Hauler be a “Hauler In Good Standing” even if that Hauler has a pending violation of this Agreement provided that the Hauler has invoked the Dispute Resolution Procedure set forth in Attachment 8 herein within five (5) days of when the Hauler has been notified of that violation and the Dispute Resolution Procedure has not been completed.

ATTACHMENT 9  
DISPUTE RESOLUTION PROCEDURES

Any dispute arising from the application or institution of Stipulated Contractual Damage Payments for any violation of this Agreement including the Rules (Operating By-Laws) pertaining thereto as set forth in Attachment 4 hereto may be submitted for resolution according to the following procedure by any party to the dispute.

1. Initial Review

The aggrieved party shall commence the Dispute Resolution Process by submitting a written Dispute Resolution Request Form to the Onondaga County Resource Recovery Agency ("OCRRA" or "Agency") within twenty (20) business days of Hauler's receipt of the Notice of Violation under this contract containing:

- a) the name of the aggrieved party,
- b) the provision of Agency Permits under which the dispute arises,
- c) a copy of the notice of violation,
- d) the date or dates involved,
- e) a brief description of the specific event(s) or circumstance(s) giving rise to the grievance,
- f) the address and phone number of the aggrieved party.

The Notice of Request shall be submitted to the Executive Director of the Agency.

The Executive Director of the Agency may upon review of the Notice of Request, and investigation of the events and circumstances described in the notice of application direct and/or negotiate such resolution as the Executive Director shall deem appropriate. Such initial review by the Executive Director will be completed within ten (10) days of the filing of the dispute under these provisions.

Any such resolution shall be in writing and signed in acceptance of its terms by both the aggrieved party and the Executive Director of the Agency.

## ATTACHMENT 9

(cont.)

2. If the Executive Director shall not direct or negotiate a resolution of the dispute acceptable to the aggrieved party, the dispute shall be automatically submitted to the Dispute Resolution Committee within five (5) days after receipt of the notice thereof by the Hauler.

The Dispute Resolution Committee shall consist of a single arbitrator agreed to by the Agency and the Hauler from a list of available arbitrators provided by the American Arbitration Association. The fee for the arbitrator shall be paid by the Hauler unless the arbitrator rules against the Agency in which case the fee shall be paid by the Agency.

The Dispute Resolution Committee will schedule a hearing on not less than five (5) days or more than thirty (30) days' notice, except that upon the consent of all involved a hearing may be scheduled in less than five (5) days.

The Dispute Resolution Committee may make such rules for conduct of its hearings as it shall deem appropriate and may hear any testimony or receive any evidence it deems credible.

Anyone appearing before the Dispute Resolution Committee may be represented by counsel.

A written record will be kept of all hearings.

Upon the conclusion of all testimony, and after due deliberation, the Dispute Resolution Committee will issue a written opinion stating its conclusion reached by majority vote of the members and stating with particularity the Committee's findings, conclusions and any remedies.

3. The decisions of the Dispute Resolution Committee shall be final subject only to judicial review pursuant to provisions of Article 78 of the New York Civil Practice Law and Rules.
4. The Agency will consider a Hauler as being in "Good Standing" even if the Hauler has a pending alleged violation of this Agreement provided that the Hauler has invoked this Dispute Resolution Procedure within five (5) days of when the Hauler has been notified of the alleged violation and the Dispute Resolution procedure has not been completed.

## LOCAL LAW NO. 2 – 2012

### A LOCAL LAW ENACTING A NEW ONONDAGA COUNTY SOURCE SEPARATION LAW, AND REPEALING LOCAL LAW NO.12-1989, AS AMENDED BY LOCAL LAW NO. 14-1991

BE IT ENACTED BY THE ONONDAGA COUNTY LEGISLATURE OF THE COUNTY OF ONONDAGA, NEW YORK, AS FOLLOWS:

#### Section 1. Legislative Findings and Purpose

This Legislature finds and determines that the Onondaga County Resource Recovery Agency (“OCRRA”) has been administering a county source separation law for over 20 years and, through this administration, has reported that the best way to ensure proper recycling of all County Recyclable Materials is to require onsite Source Separation of these materials by Waste Generators. This Legislature further finds and determines that OCRRA has ascertained that no entity is currently in the business of taking mixed streams of Solid Waste and Recyclable Waste from Waste Generators and source separating them offsite. This Legislature further finds and determines that the penalties and enforcement provisions in the prior Onondaga County Source Separation Law are outdated and need to be amended in order to deter violations of the law.

The purpose of the Onondaga County Source Separation Law is (a) to encourage and facilitate the maximum recycling practicable on the part of each and every household, business, apartment complex, industry, and institution within Onondaga County; (b) to establish, implement, and enforce minimum recycling-related practices and procedures to be applicable to all Waste Generators, Waste Haulers/Recyclable Collectors, and Materials Recovery Facilities/Recycling Facilities located within Onondaga County; and (c) to require onsite Source Separation by each and every Waste Generator within Onondaga County and to ensure that those County Recyclable Materials that are Source Separated are recycled properly and kept separate from Solid Waste.

#### Section 2. Definitions

For the purposes of this local law, the terms listed below shall be defined as follows:

A. “County Recyclable Materials” means the following:

- i. Corrugated Paper: Cardboard containers, boxes and packaging, including pizza boxes, which are cleaned of contamination by food wastes or polystyrene commonly called Styrofoam, and which have been flattened for transport;
- ii. Glass: Empty, washed glass jars, bottles and containers of clear, green and amber (brown) that contained food and drink, caps removed. This term excludes ceramic, window glass, auto glass, mirror and kitchenware;
- iii. Metal: All ferrous and non-ferrous metals, including: steel, aluminum and composite cans and containers (cleaned of food wastes) and empty aerosol cans that did not contain hazardous material. Scrap metal, wire, pipes, tubing, motors, sheet metal, etc. are recyclable but must be recycled through scrap dealers;
- iv. Newspapers, Magazines, and Catalogues: Includes common machine finished paper made chiefly from wood pulp used for printing newspapers, as well as glossy inserts, magazines and catalogues. All must be free of contaminants;



- v. Office Paper: All bond paper, and also computer printout, stationery, photocopy and ledger paper of any color from all Waste Generators. This term excludes carbon paper, chemical transfer paper and tyvek or plastic coated envelopes;
  - vi. Plastics: All HDPE and PET type plastic bottles (#1 & #2), including empty, washed food, beverage, detergent, bleach and hair care containers. This term excludes all photographic film, vinyl, rigid and foam plastic materials, as well as plastics numbered 3, 4, 6, and 7 and HDPE oil bottles, as well as #1 and #2 containers that are not bottles or contained hazardous material. Also included as a recyclable, all #5 polypropylene containers, including baby bottles, cottage cheese/cream cheese containers, yogurt cups, margarine tubs, plastic ice cream containers, food storage containers, and take-out containers marked as #5 plastic;
  - vii. Kraft Paper: As found in brown paper bags and package wrapping;
  - viii. Beverage Cartons: Includes gable topped paper cartons that contained milk and juice products. Also included as a Recyclable, aseptic containers for juice, broth or soup;
  - ix. Paperboard: Includes paper packaging as found in cereal, cracker and tissue boxes, etc. and toilet tissue and paper towel tubes;
  - x. Mixed Paper: Includes discarded and bulk mail, computer paper, colored paper, envelopes, greeting cards, wrapping paper and carbonless multi-part forms. Excludes any paper coated with foil or plastic; and
  - xi. Soft Cover Books: Including paperback books, product manuals, and educational materials that do not have a hard cover, nor a metal or plastic spiral binding.
- B. "Collection Service" means the collection, pick-up or removal of Solid Waste originating in any location within the County by a Waste Hauler pursuant to an arrangement with the Waste Generator.
- C. "Curb" means that street curb immediately in front of the property from which Solid Waste and County Designated Recyclable Materials are generated or, in the absence of an actual curb, that portion of the property which is immediately adjacent to the street.
- D. "Curbside Collection" means the use of collection receptacles for County Recyclable Materials, including, but not limited to, Recycling Containers for Waste Generators and the regular periodic transfer of the contents of such receptacles by a Waste Hauler/Recyclables Collector to a Materials Recovery Facility or Recycling Facility from the location of the Waste Generator.
- E. "Disposal Facility" means a solid waste management facility to which solid waste is delivered for permanent disposal.
- F. "Materials Recovery Facility" means any person, firm, corporation or other entity in the business of receiving and processing Recyclables into marketable commodities for sale to end markets.
- G. "OCRRA" means the Onondaga County Resource Recovery Agency.
- H. "Person" means any individual, firm, company, partnership or corporation or other business entity.

I. "Recyclables" means those materials defined in Section 2 above.

J. "Recyclables Collector" means any person, firm, corporation or other entity contracted with for the purpose of collecting Recyclables from Waste Generators for delivery to a Materials Recovery Facility or Recycling Facility.

K. "Recycle" means to process used materials into new products to prevent waste of potentially useful materials.

L. "Recycling Container" means the bin or other container supplied by the Onondaga County Resource Recovery Agency for use by Waste Generators. Such containers shall be used exclusively for the storage of County Recyclable Materials. Such containers shall, at all times, remain the property of the Onondaga County Resource Recovery Agency.

M. "Recycling Facility" means a public or private facility that receives Recyclables that have been separated from the waste stream for handling and resale to end markets without further processing.

N. "Recycling Receptacle" means a tote, dumpster or similar container provided by a Hauler, business, apartment complex or institution for aggregating Recyclables.

O. "Recycling Services" means commercial services associated with the temporary storage, collection and transport of recyclable materials by a Waste Hauler or Recyclables Collector to a Materials Recovery Facility or Recycling Facility.

P. "Solid Waste" or "Disposable Materials" means all materials discarded as being spent, useless, worthless or in excess to the owners at the time of discard or rejection, including but not limited to garbage or refuse, but shall not include Recyclables, Yard and Garden Waste, human wastes, rendering wastes, major appliances, regulated medical waste, construction and demolition wastes, residue from incinerators or other destructive systems for processing waste, junked automobiles, pathological, toxic, explosive, liquid, radioactive material or other waste material which, under existing or future federal, state or local laws, require special handling in its collection or disposal.

Q. "Source Separation" means the segregation of County Recyclable Materials and Yard and Garden Waste from non-recyclable Solid Waste at the point of generation by Waste Generators, and the placement of County Recyclable Materials into Recycling Receptacles for collection and delivery to a Materials Recovery Facility or Recycling Facility.

R. "Waste Generator" means any individual or person (as defined herein to include any individual, firm, company, partnership or corporation or other business entity) that produces Solid Waste requiring off-site disposal. Classifications of Waste Generator are as follows:

i. Residential Waste Generator means any individual who resides in a single family residence or residential building that produces Solid Waste requiring off-site disposal.

ii. Nonresidential Waste Generator means the owner and/or operator of an Apartment Complex, a Commercial Facility, an Industrial Facility, or an Educational/Government Facility, referred to herein as Apartment Complex Waste Generator, Commercial Property Waste Generator, Industrial Facility Waste Generator and

Educational/Government Waste Generator, that produces Solid Waste requiring off-site disposal.

- a. "Apartment Complex" means any building containing more than two residential units.
- b. "Commercial Property" means any office, retail location, warehouse or other general business setting.
- c. "Industrial Facility" means a factory or manufacturing site or plant.
- d. "Educational/Governmental" facility means an entity that produces Solid Waste at or from a public or private educational facility or governmental building.

The term "Waste Generator" shall not include individuals or persons located in the Town or Village of Skaneateles.

R. "Waste Hauler" means any person, company, partnership or other entity engaged in the business of providing Collection Service pursuant to any contract, agreement, or other arrangement with any Waste Generator, where Solid Waste is collected for disposal at a permitted solid waste disposal or transfer facility, or a municipal department or other governmental division responsible for collection of Solid Waste from some or all Waste Generators in Onondaga County.

S. "Yard and Garden Waste" means grass clippings, leaves, brush, cuttings from shrubs, hedges and trees.

### Section 3. Source Separation and Disposal

A. Every Waste Generator shall Source Separate, which means the segregation of County Recyclable Materials from non-recyclable Solid Waste at the point of generation by Waste Generators, and the placement of County Recyclable Materials into Recycling Receptacles for collection and delivery to a Materials Recovery Facility or Recycling Facility.

B. Every Waste Generator shall Source Separate Yard and Garden Waste from County Recyclables and Solid Waste, and shall dispose of Yard and Garden Waste pursuant to applicable local laws and ordinances of the pertinent town, village or city.

C. Every Waste Generator shall deliver or arrange for the delivery of County Recyclable Materials to a Recycling Facility or make source separated County Recyclable Materials available for collection by a Waste Hauler/Recyclables Collector and ultimate delivery to a Materials Recovery Facility or Recycling Facility.

D. No Waste Generator shall make Solid Waste that has not been Source Separated available for collection by a Waste Hauler, a Recyclables Collector, or a Materials Recovery Facility.

E. No Residential Waste Generator, Recyclables Collector, Materials Recovery Facility, or Waste Hauler shall dispose or attempt to dispose of County Recyclable Materials or Yard and Garden Waste as Solid Waste.

F. No Waste Generator, Recyclables Collector, Materials Recovery Facility, or Waste Hauler shall dispose or attempt to dispose of Solid Waste as County Recyclable Materials or as Yard and Garden Waste.

G. Every Waste Generator shall set out County Recyclable Materials for recycling collection in such a manner as to prevent the contamination of such County Recyclable

#### Materials by Solid Waste.

H. No Recyclables Collector, Materials Recovery Facility or Waste Hauler shall accept Solid Waste and County Recyclable Materials that have not been Source Separated or mix Solid Waste with County Recyclable Materials after accepting same.

I. No Recyclables Collector or Waste Hauler shall deliver or attempt to deliver County Recyclable Materials mixed with Solid Waste to a Materials Recovery Facility or Recycling Facility or dispose or attempt to dispose of such mixed materials as Solid Waste.

J. Every Waste Hauler and Recyclables Collector shall separately and properly label "trash" and "Recyclables" receptacles which it provides.

K. No Materials Recovery Facility shall accept for processing or transfer Solid Waste mixed with County Recyclable Materials that has not been Source Separated or mix Solid Waste with County Recyclable Materials after accepting same.

L. Every Commercial Property and Educational/Governmental Waste Generator that sells food or drinks for onsite consumption at such facility shall provide for the onsite source separation and recycling of Glass, Metal and Plastics (as defined herein under "County Recyclable Materials") in a manner that is readily accessible to consumers.

M. Every Apartment Complex Waste Generator shall provide recycling services for tenants, if the tenant is not required to directly arrange for such recycling services.

N. Every Residential Waste Generator residing in an Apartment Complex shall Source Separate as herein defined and place County Recyclable Materials into Recycling Containers for collection and delivery to a Materials Recovery Facility or Recycling Facility.

O. Every Waste Hauler and Recyclables Collector shall provide Recycling Services to their Waste Generator customers, unless it can be demonstrated that the Waste Generator customer has separately arranged for the transportation of Source Separated County Recycling Materials to a Materials Recovery Facility or Recycling Facility.

#### Section 4. Recycling Containers and Receptacles

A. Every Commercial Property Waste Generator shall provide, or require that the occupying tenants provide, an adequate number and capacity of Recycling Receptacles or Recycling Containers in sufficient number and capacity to accommodate the aggregated quantity of County Recyclable Materials.

B. Every Apartment Complex Waste Generator shall provide common area Recycling Receptacles or Recycling Containers in sufficient number and capacity to accommodate the aggregated quantity of County Recyclable Materials generated by all tenants. Recycling Receptacles shall be placed in locations at least as convenient to tenants as trash receptacles.

C. Every Commercial Property Waste Generator, Industrial Facility Waste Generator and Educational/Governmental Waste Generator shall make an adequate number of internal and external Recycling Receptacles as readily accessible as trash receptacles.

D. Every Apartment Complex Waste Generator shall ensure that all interior and exterior Recycling Containers and Recycling Receptacles are properly labeled and designated for "Recyclables", and shall provide recycling information to the residents, including instructions that identify County

Recyclable Materials the tenants must Source Separate.

E. No Residential Waste Generator shall remove a Recycling Container from the County; willfully destroy a Recycling Container; dispose of an undamaged Recycling Container other than by returning such container to the issuing municipality at a designated location; or use such Recycling Container for other than the temporary storage of County Recyclable Materials.

F. Every Residential Waste Generator who changes place of residence shall leave the Recycling Container for the subsequent occupant of the property or, in the alternative, shall return the Recycling Container to OCRRA or the issuing municipality. Every Residential Waste Generator who does not have a Recycling Container shall obtain a Recycling Container from OCRRA or the municipality within two weeks of taking possession of said property.

#### Section 5. Unauthorized Removal of Recyclables

No individual other than a Waste Hauler or Recyclables Collector shall pick over, disturb, collect, pick up, remove or cause to be collected, picked up or removed any County Recyclable Materials that have been set out for collection.

#### Section 6. Violation

It shall be an offense punishable as provided herein for any person, as herein defined, to fail to comply with or violate the provisions of Sections 3, 4 or 5 of this local law.

#### Section 7. Enforcement

This local law shall be enforced within the geographic boundaries of Onondaga County, except for the Town and Village of Skaneateles, by any law enforcement Agency having jurisdiction in the County, including but not limited to the Onondaga County Sheriff and Onondaga County Deputy Sheriffs, and any special deputies duly authorized to enforce this local law.

#### Section 8. Penalties

A. Conviction of a Waste Generator, Waste Hauler, Recyclables Collector, Materials Recovery Facility or Recycling Facility for failure to comply with any of the provisions of Section 3 or Section 4 of this local law shall result in a written warning for a first violation. Conviction for a repeat violation shall be punishable as set forth below in Sections B, C, D, and E.

B. Conviction of a Residential Waste Generator for failure to comply with any of the provisions of Section 3 or Section 4 of this local law shall be punishable by a fine of fifteen dollars (\$15.00) for the second violation; thirty dollars (\$30.00) for the third violation; fifty dollars (\$50.00) for the fourth violation; and one hundred dollars (\$100.00) for each subsequent violation.

C. Conviction of a Nonresidential Waste Generator for failure to comply with any of the provisions of Section 3 or Section 4 of this local law shall be punishable by a fine of not less than \$100.00 and not more than \$500.00 for the second violation. Conviction of each subsequent offense shall be punishable by a fine of not less than \$250.00 nor more than \$1,000.00 per violation.

D. Conviction of a Waste Hauler or Recyclables Collector for failure to comply with any of the provisions of Section 3 or Section 4 of this local law shall be punishable by a fine of not less than \$250.00 and not more than \$500.00 for the second violation. Conviction of each subsequent offense shall be punishable by a fine of not less than \$500.00 nor more than

\$1,000.00 per violation. Every day or instance of noncompliance shall constitute a new and separate violation of the provisions of this local law.

E. Conviction of a Materials Recovery Facility or Recycling Facility for failure to comply with any of the provisions of Section 3 or 4 of this local law shall be punishable by a fine of not less than \$250.00 and not more than \$500.00 for the second violation. Conviction of each subsequent offense shall be punishable by a fine of not less than \$500.00 nor more than \$1,000.00 per violation. Every day or instance of noncompliance shall constitute a new and separate offense, including but not limited to a separate offense for acceptance of each load of material by a Materials Recovery Facility or Recycling Facility in violation of this local law.

G. Conviction of an individual for failure to comply with the provisions of Section 5 of this local law shall be punishable by a fine of not less than \$100.00 and not more than \$500.00. Conviction of each subsequent offense within twelve months of a prior conviction for the same offense shall be punishable by a fine of not less than \$250.00 nor more than \$1,000.00 per violation.

#### Section 9. Repeal and Amendment

Local Law No. 12 - 1989, as amended by Local Law No. 14 - 1991, hereby is repealed, effective January 1, 2012.

#### Section 10. Effective Date

This local law shall take effect January 1, 2012, and shall be filed pursuant to the New York State Municipal Home Rule Law.

#### Section 11. Separability

If any clause, sentence, paragraph, section or part of this local law shall be adjudged by a court of competent jurisdiction to be invalid, the judgment shall not effect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which the judgment shall have been rendered.

#### Section 12. SEQRA

This Onondaga County Legislature, acting as lead Agency for purposes of the New York State Environmental Quality Review Act (SEQRA), has had prepared a Short Form Environmental Assessment Form, in which it was determined that the proposed project is an Unlisted Action and will not have an adverse impact upon the environment and, as a result, does hereby adopt a Negative Declaration under SEQRA.