



## ADMINISTRATION COMMITTEE AGENDA

**November 26, 2024**

Time: 4:00 p.m. / Location: In-Person

Admin Members: B. Page – Chair, J. Driscoll,  
G. Popps, M. Jennings, E. Bough-Martin

### PRESENT DISCUSSION ITEMS:

1. Electing Agency Officers for 2025 - **Resolution**
2. Salary Adjustments for Non-Represented Employees - **Resolution**
3. Workers Compensation Insurance Renewal – **Resolution**
4. Strategic Plan Review - **Resolution**
5. Madison County Draft Contract - **Discussion**
6. Small Contract Actions – **Discussion**

Old Business

New Business

**Meeting with Counsel to follow (Reworld updates)**

**RESOLUTION ELECTING OCRRA OFFICERS FOR 2025**

**WHEREAS**, the Onondaga County Resource Recovery Agency is authorized pursuant to Public Authorities Law Section 2045-a (2) to appoint a Chair, a Vice Chair, and a Treasurer from among the members of the Board and to designate a non-member as an Agency Secretary; and

**WHEREAS**, the Nominating Sub-Committee did recommend to the Administration Committee at its November 26, 2024 meeting the following slate of officers, in which the Administration Committee concurred, to be appointed to a one (1) year term beginning January 1, 2025: Corey Dunham, Chair; Douglas Daley, Vice Chair; Michael Jennings, Treasurer, ReneeCzerwiak, non-Board Member, as Agency Secretary; now, therefore be it

**RESOLVED**, that the following three Board Members elected today by ballot are hereby appointed to act as Officers of this Agency for a one (1) year term pursuant to the terms set forth in the Onondaga County Resource Recovery Agency By-Laws commencing January 1, 2025 and the Agency Secretary are appointed for a like term:

**Ballot Vote Count**

**Chair:**

Votes Approving Corey Dunham for Chair

\_\_\_\_\_

**Vice Chair:**

Votes Approving Douglas Daley for Vice Chair

\_\_\_\_\_

**Treasurer:**

Votes Approving Michael Jennings for Treasurer:

\_\_\_\_\_

**Secretary:**

Votes Approving Renee Czerwiak for Agency Secretary

\_\_\_\_\_

This Resolution shall take effect January 1, 2025.

Resolution Adopted Date: \_\_\_\_\_

Signed: \_\_\_\_\_

**RESOLUTION ADOPTING SALARY ADJUSTMENTS FOR  
NON-REPRESENTED EMPLOYEES FOR YEAR 2025**

**WHEREAS**, the Onondaga County Resource Recovery Agency did, by Resolution No. 2375 of 2023, approve an updated grade classification system for non-represented employees pursuant to a grades and rates of pay schedule which can be periodically updated thereunder; and

**WHEREAS**, the Executive Director and the Administration Committee have recommended a 3.25 % salary adjustment for all non-represented employees who were employed in 2024 and have successfully completed their probationary period effective January 1, 2025; now, therefore be it

**RESOLVED**, that the Onondaga County Resource Recovery Agency hereby approves a 3.25% salary adjustment program for non-represented employees effective January 1, 2025. The total cost for this salary adjustment for 2025 for all eligible non-represented employees shall not exceed the sum of \$62,000. This Resolution shall take effect immediately.

**Resolution Adopted Date:** \_\_\_\_\_

**Vote: Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_ **Abstentions:** \_\_\_\_\_

**Signature :** \_\_\_\_\_

**RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO PURCHASE A WORKERS' COMPENSATION INSURANCE POLICY FOR THE AGENCY FOR A ONE (1) YEAR PERIOD**

**WHEREAS**, the Onondaga County Resource Recovery Agency's Administration Committee wishes to obtain a Workers' Compensation Insurance policy to properly insure Agency activities including administration, transfer and transport operations, recycling, and compost operations for a one (1) year period beginning January 1,2025; and

**WHEREAS**, the Administration Committee has determined that it is in the Agency's best interest to remain in the current Public Employer Risk Management Association, Inc. (PERMA) Workers' Compensation Insurance Coverage Plan. The projected premium of \$257,000 covers the period of January 1, 2025 through December 31, 2025; now, therefore, be it

**RESOLVED**, that the Agency's Executive Director is authorized to enter into a contract with Public Employer Risk Management Association, Inc. (PERMA) for Workers' Compensation Insurance for the period January 1,2025 through December 31,2025 at a premium not to exceed \$257,000 including the New York State assessment. This Resolution shall take effect immediately.

**Resolution Adopted Date:** \_\_\_\_\_

**Vote:**    **Ayes:** \_\_\_\_\_ **Nays:** \_\_\_\_\_ **Abstentions:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

Dear Mike Mokrzycki,

Thank you for being a valued member this past year! What an incredible year it has been for PERMA. Thanks to dedicated members like you, we are in the strongest financial position we've ever had, with **over 625 public entities in our program and a surplus exceeding \$60 million—making us the largest and strongest program for public employers in New York State!**

This year, we were thrilled to return over \$2.5 million to our members through our dividend program. This included increasing funds for various safety grant initiatives, along with the introduction of new programs like our sensory room grant for schools. A portion of the dividend was also used for our **Mobile Safety Solutions Center**, a slips, trips, and falls simulator designed to help employees navigate slippery surfaces, steps, and obstacles safely. All these efforts reflect our dedication to reinvesting in safety for our members.

We're also excited to share that most recently our **Board of Directors approved an additional \$7.5 million in dividends over the next three years**, available to renewing members in the year they are disbursed. We take great pride in supporting our members through these initiatives and our program.

As a reminder, **your workers' compensation coverage will expire on January 1, 2025, and will automatically renew** based on the enclosed renewal quote. Please review these documents to verify the job classification codes and payroll allocations are appropriately estimated. **If changes are needed, please contact your Underwriting and Account Manager, Alicia Bombard, as soon as possible.** We will continue to offer a **2% discount if your contribution is \$50,000 or more (excluding NYS WCB assessments) if you renew by January 1 and submit full payment electronically.** If you elect this option, page three contains details on how to enroll in ACH and then you will need to contact [billing@perma.org](mailto:billing@perma.org) to obtain full financial information.

Your PERMA membership includes more than cost-effective workers' compensation coverage. Each year, we host a variety of required safety training sessions, certification courses, award safety grants and have **opportunities for you to remain an active collaborator in how our program operates.** Please take a moment to review our service offerings noted on the enclosed flyer and stay up to date by visiting [perma.org](http://perma.org).

We appreciate your continued support and look forward to the upcoming year together!

Sincerely,



Jack Wheeler  
Chair, PERMA Board of Directors



Mary Beth Woods  
Executive Director

[perma.org](http://perma.org)

Phone: 518-220-1111

Toll Free in US: 888-737-6269

Fax: 877-737-6232

**Quote Date: 11/8/2024**

**Member Number: WC 0001103-24**

**Broker of Record:**

<b>Onondaga County Resource Recovery Agency</b> 100 Elwood Davis Road North Syracuse, NY 13212	<b>No Broker of Record</b> Please Contact PERMA Directly PO Box 12250 Albany, NY 12212
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**First Dollar Indication**

**Coverage Period: 1/1/2025 - 12/31/2025**

**Workers' Compensation and Employers Liability:**

<i>Class Code</i>	<i>Description</i>	<i>Estimated Exposure</i>	<i>Estimated Contribution</i>
7590	Transfer Station-Operators	\$1,846,656	\$220,300
8391	Automobile Mechanics	\$213,732	\$6,208
8810	Clerical Office	\$1,149,841	\$2,042
9102	Parks Maintenance	\$148,038	\$4,716
9410	Municipal Employees	\$234,355	\$18,174
<b>Subtotals:</b>		<b>\$3,592,622</b>	<b>\$251,440</b>

**All Volunteers - Secondary Medical Coverage:**

**Included**

**Volunteer Firefighters Benefits Law (VFBL):**

**No Coverage Elected**

**Volunteer Ambulance Workers Benefit Law (VAWBL):**

**No Coverage Elected**

Total Contribution:	\$251,440
New York State Assessment:	\$4,846
Total Estimated Contribution & Assessment:	\$256,286
2% Credit on Total Contribution, if pay in full by 1/1/2025:	\$5,029
Total Amount due by inception date after taking advantage of the discount:	\$251,257

Please note that the promulgated Experience Modification Factor for the Onondaga County Resource Recovery Agency is 1.04.

\*\*This document is for quoting purposes only. Invoice will be issued upon binding of coverage to remit payment\*\*

Final contribution will be determined upon completion of a payroll audit. A minimum contribution equal to 95% of the original estimated written contribution applies.

**RESOLUTION ACCEPTING THE OCRRA 2026 STRATEGIC PLAN**

**WHEREAS**, the OCRRA Board of Directors has engaged in a process over the last few months to develop an Agency Strategic Plan for 2026 and beyond; and

**WHEREAS**, this strategic planning process was an effort to study, evaluate and assess existing conditions in the solid waste management programs managed by the Agency, and for the Board, in consideration of possible future developments, to identify priorities for the Agency and then outline the strategies to achieve them over the next two years; and

**WHEREAS**, the 2026 Strategic Plan was then drafted and sent in its draft form to both the Recycling and Operations Committee and the Administration Committee, seeking additional Board member input, review and revision; and

**WHEREAS**, a Final Strategic Plan for 2026 was generated in which the existing conditions are outlined and then the potential strategies and actions identified therein, along with immediate, short term, and long term recommendations as developed by the Board of Directors with senior management input; and

**WHEREAS**, the Recycling Operations and Administration Committees have recommended that the Final Plan be forwarded to the full OCRRA Board of Directors for final consideration and approval; now therefore be it

**RESOLVED**, that the Onondaga County Resource Recovery Agency Board does hereby accept the OCRRA 2026 Strategic Plan and that Agency staff are hereby directed to take all actions necessary or appropriate to effectuate the foregoing strategies and priorities as identified in this plan. This Resolution shall take effect immediately.

**Resolution Adopted Date:** \_\_\_\_\_

**Vote:** Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Abstentions \_\_\_\_\_

**Signed:** \_\_\_\_\_



## 2026 Strategic Planning Executive Summary:

OCRRA's Board has met utilizing the standing and ad hoc committee meetings during the second and third quarter of 2024 to discuss several aspects of the future of the Agency and to update its strategic plan.

The Board first reviewed its Mission Statement and Vision and Core Values, using those principles as a backdrop for its planning sessions with the Agency's committees, and the committees made a few changes to these principles in *italics*:

### VISION

Maintain a leading municipal solid waste management system that benefits our community and environment.

### MISSION

To serve our community by providing a comprehensive municipal solid waste management system that is environmentally, socially and financially sound. Through innovative strategies, such as waste reduction, recycling, resource recovery, composting, disposal, and education, we make our community a healthier and more sustainable place to live.

### CORE VALUES

- Integrity, Honesty, and *Transparency*
- Environmental Stewardship and Safety
- Fiscal Responsibility
- Excellence in Services
  - Customer Service, Public Participation, Community Relations

The Board identified the main topics for their analysis and in the pages that follow, used a traditional SWOT methodology to bring into focus certain key points, and it highlights the short, mid and long-term strategies that the Agency will strive to take in regard to these items.



# Transfer Operations

<p><b>Strengths:</b></p> <ul style="list-style-type: none"> <li>• Employees and knowledge of operations</li> <li>• Proximity to new 81 and access to the facility</li> <li>• Access to the WTE facility reduces transportation costs</li> <li>• Optimization of equipment and cross training of staff</li> </ul>	<p><b>Weaknesses:</b></p> <ul style="list-style-type: none"> <li>• Rock Cut layout not ideal/lack of space</li> <li>• Limited footprint difficult to serve commercial and residential on the site due to size</li> <li>• During WTE downtime, capacity struggles to keep up w/ demand</li> <li>• Ash operations impact other operations at RCR</li> <li>• Turnover of staff and retirements</li> <li>• Traffic queuing/lack of space</li> <li>• Aging Equipment</li> </ul>
<p><b>Opportunities:</b></p> <ul style="list-style-type: none"> <li>• Once Ley Creek opens /manage more products/capacity increases</li> <li>• Further optimizing maintenance of RCR to improve cleanliness</li> <li>• Better utilization of sites and spread-out waste with other transfer open</li> <li>• Build in greater efficiencies of operations/equipment complement/right size shifts and overtime</li> </ul>	<p><b>Threats:</b></p> <ul style="list-style-type: none"> <li>• Potential population Increase and further impacts on capacity especially if unable to build Ley Creek</li> <li>• Relies on Camillus C&amp;D landfill as primary location for bypass waste, alternatives for bypass more costly and difficult on operations, i.e., time and expense of going to Seneca Meadows</li> <li>• Maintenance and asset preservation needs to be an ongoing focus</li> <li>• Climate Act and changing regulations</li> </ul>

## Strategies / Action items:

### Short-Term:

1. Determine where Rock Cut Transfer fits within long term capacity goals.
2. Continue to utilize the Optimization Report to drive better operational practices and efficiencies and improve material management.

### Mid-Term:

1. Drive change in practices with equipment and employees that will be utilized at new facility at Ley Creek.
2. Address aging equipment and evaluate the need for an additional equipment and manpower.

### Long-Term:

1. Hire and develop a workforce to meet the challenges of optimized operations and the realignment of having two transfer stations. Implement best practices at both transfer stations to maximize material management, efficiencies, and throughput.

# Ley Creek

<p><b>Strengths:</b></p> <ul style="list-style-type: none"> <li>• Provides additional system capacity</li> <li>• Site historically used for solid waste operations</li> <li>• Good location for highway &amp; thruway access</li> <li>• Convenient one drop will reduce carbon impact</li> <li>• Comprehensive Resource Management Campus</li> </ul>	<p><b>Weaknesses:</b></p> <ul style="list-style-type: none"> <li>• Cost of campus structure -effort to finance total buildout</li> <li>• May have to redesign/phased development to save money</li> <li>• Due to cost may need to prioritize to meet current needs</li> <li>• Lack of flow control for certain waste streams to lock in financing</li> <li>• Final disposal location of some wastes is unknown</li> </ul>
<p><b>Opportunities:</b></p> <ul style="list-style-type: none"> <li>• Current permit renewal &amp; modification is easier than siting a new solid waste facility</li> <li>• Current footprint can likely be used to significantly improve system transfer capacity</li> <li>• Potential for site expansion to offer additional services: (e.g., partnerships with WEP, regional waste, recycling projects)</li> </ul>	<p><b>Threats:</b></p> <ul style="list-style-type: none"> <li>• Design and building of new structures require financial resources, and financing options will need to be evaluated</li> <li>• Timeframes for total construction buildout</li> <li>• NYS regulations impact on facility – Climate Act</li> <li>• Timeline is tight due to NYSDEC delays in approval</li> </ul>

## Strategies / Action items:

### Short-Term:

- 1) Complete engineering related to final design of the Transfer Facility, including fuel and maintenance facilities.
- 2) Continue evaluations of existing conditions of the remaining site.
- 3) Complete the engineering for the permitting related to the residential drop off.
- 4) Develop a plan to secure financing for the buildout of the new comprehensive campus with a combination of private and public support as well as new debt.

### Mid-Term:

- 1) Expedite the development of the Ley Creek resource management campus.
- 2) Complete final design of the residential drop off and all other remaining areas of the site.
- 3) Prioritize the development of certain elements of the comprehensive campus based on available financing.

### Long-Term:

- 1) Explore disposal options for delivery of waste in the long term.

# Waste Disposal and Recycling Capacity

<p><b>Strengths:</b></p> <ul style="list-style-type: none"> <li>• Knowledge of waste management practices</li> <li>• OCRRA Administration and Board have talent and connections</li> <li>• Forward looking approach helps prepare while remaining flexible</li> <li>• Have much but not all infrastructure to increase capacity through efficiency in material separation</li> <li>• Flow Control Law and public acceptance of the law</li> </ul>	<p><b>Weaknesses:</b></p> <ul style="list-style-type: none"> <li>• Increasing waste and time it takes to develop disposal capacity alternatives</li> <li>• Capacity Issues not on the mind of most in the community</li> <li>• Motivation/urgency to address waste capacity not there</li> <li>• NYS Solid Waste Plan and Climate Act impose new challenges</li> <li>• Production of compost/mulch outpaces demand</li> </ul>
<p><b>Opportunities:</b></p> <ul style="list-style-type: none"> <li>• EPR legislation and Bottle bill</li> <li>• Waste Beds Landfill Study</li> <li>• Digester development potential for organics</li> <li>• Regional waste disposal capacity cooperation -Madison County</li> <li>• Compost at home – decentralized infrastructure</li> <li>• PAYT system/paying haulers or paying consumers as incentives</li> <li>• Development of additional products from green waste/biochar</li> <li>• Public desire for environmental management</li> </ul>	<p><b>Threats:</b></p> <ul style="list-style-type: none"> <li>• WTE Regulations/Climate Act and NYS Constitutional Amendments may place additional burdens on solid waste systems and could limit disposal capacities.</li> <li>• Inaction by Legislature on EPR</li> <li>• WTE plant is aging, extended downtime would place significant pressure on current system setup and contract is expiring</li> <li>• Expansion of waste amounts due to recent development</li> <li>• Dwindling landfill space in region</li> <li>• Cost of recycling and no flow control law for recyclables</li> </ul>

**Strategies / Action items:**

**Short-Term:**

- 1) Push for new EPR legislation and bottle bill changes
- 2) Identify regional waste disposal partner(s)
- 3) Explore and identify options to incentivize material separation: PAYT, paying for recycling, home composting, donations and integrate these separation options into long-term operations at facilities.

**Mid-Term:**

- 1) Coordinate with large corporate partners to help address certain waste streams and partner on electronics/hard to manage.
- 2) PPA options.

**Long-Term:**

- 1) Develop alternatives- waste beds landfill, digester, biochar.
- 2) New contract/extension with Reworld and consider possible expansion of facility.
- 3) Evaluate all local laws and state and federal regulations, engaging in efforts to educate and advocate for all waste disposal options.
- 4) Advocate for WTE as a Renewable Energy Source with New York State.

# Public Education

<p><b>Strengths:</b></p> <ul style="list-style-type: none"> <li>• Great brand awareness/solid receptive audience built over the years</li> <li>• Expanding video library</li> <li>• Recycling Specialist willingness to provide in person education</li> <li>• Social media is growing on popular platforms</li> <li>• Newsletter has more than 60K readers</li> <li>• Multiple ways for residents to access information incl searchable database and other free resources</li> <li>• WM credited OCRRA’s public education for having one of the lowest residual rates in the country</li> <li>• Staff knowledge and capability of generating variety of content</li> </ul>	<p><b>Weaknesses:</b></p> <ul style="list-style-type: none"> <li>• So many media and advertising outlets to get message out difficult to execute a public information plan to encompass all</li> <li>• Lack of staffing to promote in-person support as well as lack of staff to expand media and public outreach</li> <li>• Recycling Specialists are relied on to provide public education but role is limited in disseminating public information due to other priorities</li> </ul>
<p><b>Opportunities:</b></p> <ul style="list-style-type: none"> <li>• OCRRA’s public information needs have grown, and new staffing is needed to support outreach to various new platforms</li> <li>• School-based recycling curriculum and education is essential</li> <li>• Continue to branch out into more info sharing platforms</li> <li>• Establish more of a presence on local media to provide info</li> <li>• Work with haulers and municipalities to define how information and what information is shared with local resident</li> </ul>	<p><b>Threats:</b></p> <ul style="list-style-type: none"> <li>• Budget cuts and competing investments for residents</li> <li>• Changing waste stream needs more education</li> <li>• Turnover and it takes a long time to get up to speed</li> <li>• The way in which people get information is changing</li> <li>• Recycling rules vary in the region and causes confusion</li> <li>• Recycling progress will remain stagnant w/out outreach</li> <li>• Additional population potential means more education</li> <li>• Cost of recycling and no flow control law for recyclables</li> </ul>

**Strategies / Action items:**

**Short-Term:**

1. Add public information specialist and recycling specialist and to explore all staffing needs to meet long-term goals.
2. Upgrade our searchable database with more visuals and AI technology for voice commanded searches.
3. Emphasize household waste reduction along w/ recycling to address capacity issues/rebuild Blue Ribbon Recycler.
4. Enhance classroom education about waste reduction, reuse and recycling.
5. Develop compost education efforts, including home composting education, to increase effectiveness of reduction.

**Mid-Term:**

1. Identify public education needs for the next phase of Ley Creek development.
2. Implement battery management grant and develop relationships with local fire departments.

**Long-Term:**

1. Develop waste reduction / reuse programs / repair programs / swaps to expand waste reduction and develop strategic partnerships with key community organizations to leverage greater reuse, reduction, and waste disposal capacity.

# Organics Management

<p><b>Strengths:</b></p> <ul style="list-style-type: none"> <li>• Product is popular -great reputation</li> <li>• OCRRRA recycles/reuses food and yard waste preventing from WTE facility</li> <li>• Organics management creates product to sell to cover expenses</li> <li>• Dedicated, trained staff – focused on making quality product</li> <li>• Good operating practices that limit off site issues- odor, noise, birds and other vectors</li> <li>• Good reputation with the NYSDEC</li> </ul>	<p><b>Weaknesses:</b></p> <ul style="list-style-type: none"> <li>• Priorities of the program are unclear</li> <li>• Public knowledge of our sites, availability of materials at each site</li> <li>• Demand for mulch very low</li> <li>• Lack of space on sites requires throughput plan</li> <li>• Lack of outreach to establish relationship w/ large food waste</li> <li>• Lack of control over haulers of segregated food waste from accessing alternative disposal options</li> <li>• Limited distribution/reliance on bulk sales</li> <li>• Site locations/lack of PR on operations</li> <li>• Carbon footprint impact- use of diesel machines to make compost</li> </ul>
<p><b>Opportunities:</b></p> <ul style="list-style-type: none"> <li>• Need to establish goals to focus on one outcome</li> <li>• Find customers or partners for products – expand base</li> <li>• Develop more “boutique” products i.e. colored mulch</li> <li>• Expand partnerships with large generators of food waste such as schools, grocery stores, and eateries</li> <li>• Work on encouraging NYS agencies to include compost as a small part of ditch restoration work in state</li> <li>• Development of process opportunities such as soil blending</li> </ul>	<p><b>Threats:</b></p> <ul style="list-style-type: none"> <li>• Equipment failures and lack of redundancy</li> <li>• Compost markets as a commodity affect revenue and ability to cover expenses of operation</li> <li>• Throughput needs to increase to reduce operational expenses</li> <li>• Private sector competition</li> <li>• Increased use of compostable bags and paper products</li> <li>• Impact of these compostable materials on product quality</li> <li>• PFAS</li> </ul>

**Strategies / Action items:**

**Short-Term:**

1. Identify/clarify goals for the program and add a manager to oversee the development of the program/sales.
2. Proactively strengthen relationship with SSO generators to develop reliable feedstock sources.
3. Develop marketing plan. Include how to reach new home buyers a la targeted marketing.

**Mid-Term:**

1. Identify and establish outlets for hard to move items and/or limit intake
2. Explore alternative processing of green waste other than compost and mulch production.
3. Develop residential green waste diversion plan.

**Long-Term:**

1. Identify alternative technology to improve throughput within the footprint of compost sites.
2. Evaluate, within the Local Solid Waste Plan, the scale of compost operations and any private development of organics management.

**INTERMUNICIPAL AGREEMENT FOR DISPOSAL OF SOLID WASTE**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between

**THE COUNTY OF MADISON**, a municipal corporation of the State of New York, having its address at 138 N Court Street, Wampsville, New York 13163,

the “County”,

- and -

**ONONDAGA COUNTY RESOURCE RECOVERY AGENCY**, a public benefit corporation of the State of New York, having its address at 100 Elwood Davis Road, North Syracuse, New York 13212,

“OCRRA”.

**RECITALS**

- A.** The County currently operates a comprehensive integrated solid waste management system consisting of one centrally located sanitary landfill, with an operational permit issued by the New York State Department of Environmental Conservation (“Department”); four transfer facilities; a material recovery facility for County designated recyclables; and four yard waste and recyclable drop off locations.
- B.** OCRRA operates a comprehensive integrated solid waste management system serving the County of Onondaga consisting of a Waste to Energy facility, two construction and demolition debris processing facilities; and two composting facilities.
- C.** The County is seeking an increase in the permitted volume of the waste that can be accepted at their current facilities, including their landfill and recycling program; while also providing the County continued ownership of the facilities; long term financial benefit including host community benefits for the County and the Town of Lincoln; and enhance current operations through additional resources and increased efficiencies.
- D.** OCRRA disposes of incinerator ash (a byproduct of its Waste to Energy facility), excess construction and demolition debris generated by its construction and demolition debris processing facilities, and other materials that cannot be delivered to its other facilities due to lack of capacity at area landfills in central and western New York.
- E.** The County and OCRRA hereby declare it to be in their mutual interests to enter into this intermunicipal agreement pursuant to Article 5G of the New York State General Municipal Law to establish that OCRRA will be provided with the right of first refusal for this additional capacity up to forty five thousand (45,000) tons per year in addition to incinerator ash for cover at the facility for up to twenty five (25,000) tons per year as determined by the County. Such authorization by the County for this waste will be through the Madison County Solid Waste Committee of the Board of Supervisors. Consideration

of this additional tonnage which can be transferred to the landfill in consolidated trailers will be preferred to reduce the traffic impact to residents of the County. The County agrees to accept waste from or controlled by OCRRA, for a period of up to fifteen (15) years, with a mutual automatic renewal option for an additional five (5) year term unless either party opts out in advance of the initial term expiration on six (6) months written notice.

To that end, the parties agree as follows:

**1. DISPOSAL FEES**

The County and OCRRA hereby agree for the transportation and disposal of MSW, C&D, and Ash upon terms below:

- a. Upon volume limitations set in the sole discretion of the County, OCRRA may deposit at the County Landfill up to forty five thousand (45,000) tons of municipal solid waste (MSW), construction and demolition debris (C&D), organic biosolids (Biosolids), and up to twenty five thousand (25,000) tons of incinerator ash (Ash) during any one fiscal year, provided said tonnage does not result in the County exceeding its DEC permitted volumes. Biosolids may be limited to no more than 9% of the total volume approved for disposal.
- b. With respect to volume limitations, the County shall endeavor to a) place limits on a calendar year basis, b) provide OCRRA as much notice as possible of an upcoming volume decrease, but not less than 60 days and c) implement volume reductions in a phased manner when possible or necessary to allow OCRRA an opportunity to secure an alternative disposal location.
- c. The foregoing notwithstanding OCRRA shall have no delivery commitment of any quantity of waste delivered to the County Landfill but will have right of first refusal to said volumes that are made available by the County to outside parties. Should the County receive a tipping fee offer from an outside party at a rate that is 20% or more of the current tipping fees in effect, OCRRA shall have the right to match said material, pricing and tonnage offer. OCRRA shall have the right to match volumes and types of material for offers received within 20% of the then current pricing but shall not be obligated to match pricing on said offers. The parties agree that tonnage unused or projected to be unused by OCRRA in any given calendar year is available to the County to market at any price it deems appropriate.
- d. The County and OCRRA agree that the base tipping fees for waste disposed at the facility for the first year of the agreement shall be the following:

MSW	\$ 55 per ton
C&D	\$ 55 per ton

INTERMUNICIPAL AGREEMENT FOR DISPOSAL OF SOLID WASTE

Biosolids	\$115 per ton
Ash	\$ 20 per ton

- e. The fees expressed in this agreement for the disposal of waste materials and as stated in dollar amounts, shall be increased annually at a rate of 3% per year. Adjustments shall be made on January 1 of each year, with the first adjustment occurring on January 1, 2026.
- f. Notwithstanding the foregoing, the parties agree that for the calendar years beginning January 1, 2030, January 1, 2035, and at five-year increments thereafter, the pricing shall be subject to review and market rate adjustments will be considered by the parties. If the parties cannot agree on a pricing adjustment, than the County shall market the airspace and OCRRA’s right to match as described in section 1b shall govern.
- g. The County will render its invoices to OCRRA monthly for charges incurred the previous month. Payment terms are net 45 days from date of invoice.

**2. TERM AND TERMINATION**

(a) The term of the Agreement by and between the parties shall be **from the date of execution through December 31, 2040.**

(b) **Renewal.** This Contract will be automatically renewed by mutual agreement of the parties for up to two additional five (5) year periods unless either party provides at least six (6) months prior written notice to the other of its intent to terminate this Agreement upon its expiration date. During the renewal periods, this Contract will have the same terms and conditions except that the disposal fee may be reset as provided in section 2e above.

**3. HOLD HARMLESS**

To the fullest extent permitted by law, the parties hereto shall defend, indemnify and hold harmless each other and their respective representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney’s fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the indemnifying party’s performance of the work and/or duties and/or the transactions contemplated by this agreement and which are caused, in whole or in part, by or because of any negligent, culpable and/or wrongful act or omission of the indemnifying party, directly or indirectly, and/or by the indemnifying party’s agents, servants, employees, subcontractors and/or any person or entity employed by the indemnifying party or for whose conduct or action the indemnifying party may be found or held liable, directly or indirectly. It is the intention of the parties that the right and entitlement to a defense; the





That the forgoing insurance coverage shall not be terminated or cancelled unless the other party is given thirty (30) days prior written notice by the insurance carrier.

The required insurance policies shall be endorsed to include the other party, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds, with such policies to provide that the additional insured coverage is primary and non-contributory. Also, the policies are to include the provision that the issuing company(s) will notify the Certificate of Insurance Holder, on behalf of the Executive Director of OCRRA, located at 100 Elwood Davis Road, North Syracuse, NY 13212 by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of this contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies. The parties agree that the above insurance limits may be modified by written mutual consent.

Upon request of the Certificate of Insurance Holder or the respective County Attorney, certified copies of the policies shall be delivered with evidence satisfactory to the Certificate Holder or County Attorney of the payment of the full premiums on the policies.

## **5. STATUTORY COMPLIANCE**

In acceptance of this Agreement, each party covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities, including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights and subject to the conditions and provisions of this agreement.

## **6. CERTIFICATE OF INSURANCE**

Prior to commencing operations under this Agreement, the parties shall exchange Certificates of Insurance (and, if requested pursuant to Paragraph 7, certified policies and proof of payment) which shall evidence all of the above requirements of insurance, including Workers' Compensation and Employers' Liability Insurance. Said Certificate must contain specific language so as to adequately advise the receiving party of the other's compliance with the aforesaid requirements of insurance, including but not limited to specifically detailing the types, amount and duration of the insurance coverages and verifying that the issuing company(s) endorsed such policies as hereinabove required so as to include the recipient, its representatives, agents, servants, employees, officers, departments and authorities as additional insureds and to notify the certificate holder of any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. Upon any and all renewals of the subject insurances during the duration of this contract, a new Certificate of Insurance shall immediately be sent to the Certificate of Insurance Holder.

## **7. LICENSES AND PERMITS**

The parties hereby agree that each will obtain at its own expense all licenses or permits for the work to be performed under this contract, if any are necessary, prior to the commencement of work.

**8. CONTRACT MODIFICATIONS**

This Contract represents the entire agreement of the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be assigned or amended only by written instrument signed by both parties.

**9. CLAUSES REQUIRED BY LAW**

The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

**10. FORCE MAJEURE**

If a force, event or circumstance beyond the reasonable control of either party interrupts, delays or prevents performance of the obligations set forth in this Contract, such party's nonperformance shall be excused provided, however, that a party seeking relief under this paragraph shall immediately notify the other party of the force majeure event and make reasonable efforts to accommodate the needs of the other party.

**11. CONSTRUCTION**

This Contract shall be construed in accordance with the laws of the State of New York.

**12. NOTICES**

All notices required under this Contract shall be in writing and shall be served personally with an acknowledgement of receipt, by overnight courier, or by certified mail, return receipt requested, addressed to the parties' addresses as set forth in this Contract or to any other address which a party may later designate by written notice.

Attn:	Attn: Executive Director OCRRA 100 Elwood Davis Road North Syracuse, NY 13212
Telephone:	Telephone: (315) 453-2866
Facsimile:	Facsimile: (315) 453-2872

### **13. SEPARATE STATUS**

The parties covenant and agree that they will conduct themselves consistent with their respective status as independent and separate municipal/public benefit corporations and that they, their employees and agents will neither hold themselves out as, nor claim to be an officer, employee, agent, or representative of the other, including, but not limited to, workers' compensation coverage, medical or unemployment benefits, social security or retirement membership benefits.

### **14. SEVERABILITY**

If any provision or term of this Contract shall be deemed invalid or unenforceable, the remainder of the Contract shall not be affected thereby and every other term and provision shall be valid and enforceable to the fullest extent permitted by law.

*Signature Page Follows*

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract the date and year hereinafter written.

**COUNTY OF MADISON**

STATE OF NEW YORK )  
COUNTY OF MADISON) ss.:

On this \_\_\_\_ day of \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York; that he is County Administrator of Madison County, the municipal corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation; and that he signed his name hereto by order of the Town Board of same.

By: \_\_\_\_\_

Couty of Madison

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

**ONONDAGA COUNTY RESOURCE RECOVERY AGENCY**

STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss.:

On this \_\_\_\_ day of \_\_\_\_\_, before me personally came Kevin Spillane, to me known who, being by me duly sworn, did depose and say that he resides in Syracuse, New York; that he is the Executive Director of the Onondaga County Resource Recovery Agency, the public benefit corporation described in and which executed the above instrument; that he knows the seal of said public benefit corporation; that the seal affixed to said Instrument is such public benefit corporate seal; that it was so affixed by order of the Board of Directors of said public benefit corporation; and that he signed his name hereto by order of the Board of Directors of same.

By: \_\_\_\_\_

Kevin Spillane, Executive Director  
Onondaga County Resource Recovery Agency

APPROVED AS  
TO LEGAL FORM

\_\_\_\_\_  
Initials / Date

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

Purchase Orders Between \$5,000 and \$20,000				11/19/2024		
Purchase Order Types						
SD: Standard			EM: Emergency			
BL: Blanket			SDM: Standard with Multiple Purchases			
Vendor Selection						
OEM: Original Equipment Manufacturer			CC: County Contract R: Resolution			
B: Bids			SS: Sole Source DD: Deputy Director			
RFP: Request for Proposals			Q: Quotes			
RFQ: Request for Quotations			P: Preferred Source			
SC: State Contract			EXD: Executive Director			
MWBE: Minority/Women Business Ent.			BUS: Business Officer			
PO Date	PO #	Type	Manager	Vendor Name	Amount	Selection
10/16/24	19321	SD	Dan Haas	<b>STS Truck Equipment &amp; Sales</b> Parts/Turbo/Truck 41/RCR	7883.57	OEM
10/17/24	19326	BL	Dan Haas	<b>Big Red Towing</b> Towing Services	15,000.00	CC
10/18/24	19329	SD	Dan Haas	<b>Kenworth Northeast Group Inc.</b> Parts/Truck 55/RCR	7044.32	OEM
10/21/24	19337	SD	Dan Haas	<b>Affordable Trailer Solutions</b> Parts/Mac Trailer24-1/RCR	5677.11	OEM
10/21/24	19338	SD	Dan Haas	<b>Goodyear Commercial Tire &amp; Service</b> Stock/Tires/Tubes/Services	6090.56	SC
10/23/24	19343	SD	Dan Haas	<b>Paragon Environmental Construction Inc</b> Tank Clean out	7,330.00	Q
10/24/24	19353	SD	Mike	<b>Kaseya US LLC</b> Security Bundle	13,255.16	OEM
11/4/24	19368	SD	Dan Haas	<b>STS Truck Equipment &amp; Sales</b> Parts.Fender Install/RCR	5423.34	OEM
11/4/24	19378	SD	Dan Haas	<b>D &amp; W Diesel Inc</b> Reman Turbo/Truck 41/RCR	9058.69	OEM
11/5/24	19386	SD	Dan Haas	<b>Goodyear Commercial Tire &amp; Service</b> Tires/Tubes and Services	5928.08	SC
11/12/24	19409	BL	Dan Haas	<b>Unifirst Corp</b> Uniform Services/RCR/Compost	17,500.00	CC
11/12/24	19410	BL	Dan Haas	<b>Emerson Oil Co. Inc</b> Bulk Def	12,998.28	CC
11/13/24	19416	BL	Dan Haas	<b>Napa Auto Parts</b> Parts/Supplies.RCR	9,900.00	EXD
11/13/24	19417	BL	Dan Haas	<b>Napa Auto Parts</b> Parts/Supplies/Compost	6,500.00	EXD