ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
BOARD OF DIRECTORS
100 Elwood Davis Rd., N. Syracuse NY 13212 - OFFICE CONFERENCE ROOM

BOARD MEETING AGENDA

November 18, 2026 – 4:00 p.m.

I. ATTENDANCE/INTRODUCTION OF BOARD MEMBERS

a. PUBLIC PARTICIPATION

II. APPROVAL/CORRECTION of October 14, 2026 Board Meeting Minutes

III. DIRECTOR'S REPORT

IV. REPORT OF THE TREASURER

Reports-Committees & Resolutions: Chair of Committee

A. Ley Creek Planning Ad hoc Committee D. Daley
October 14, 2026 – *Report*

B. Recycling and Operations Committee L. Hradil
October 21, 2026 – *Report*

a. Resolution Authorizing a Contract with Waste Management Recycle America, LLC for Material Recovery Facility Services

b. Resolution to Enter into Contract for Purchase of Prepaid Fluorescent Bulb Shipping Boxes and Recycling Services for FY2027

c. Resolution Authorizing Contract for Single-Use Battery Recycling Services

d. Resolution Authorizing Executive Director to Contract for Additional Household Hazardous Waste Services

C. Administration Committee B. Page
October 27, 2026 – *Report*

a. Resolution Authorizing Acting Executive Director to Enter into Interim Energy Sales Agreement with Niagara Mohawk Power Corporation for Sale of Electric Energy

b. Resolution Authorizing Change to the Agency's Civil Service Roster

c. Resolution Amending Agency's Employee Handbook

Miscellaneous:

I. UNFINISHED BUSINESS II. NEW BUSINESS III. ADJOURNMENT

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ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
October 14, 2026 BOARD MEETING MINUTES

Board Members Present	**E. Bough Martin, D. Daley, J. Driscoll, C. Dunham, A. Fordock, L. Hradil, M. Jennings, B. Page, G. Popps, D. Quackenbush, J. Wood**
Board Members Absent:	**D. Kranz, B. Sekarore, V. Mangan, A. Rodriguez**
Also Present:	**M. Cirino, M. Mokrzycki, K. Lawton, R. Czerwiak, D. Haas, J. Gascon, T. Palmer, M. Ballard Fortin, C. Albunio, O. Hunter**
Guests:	

The October 14, 2026, Board meeting was called to order at 4:03 p.m.

Roll was taken. Quorum is present.

B. Page motioned and J. Drsicoll seconded to approve the September Board minutes.

11 ayes, 0 nays, 0 abstain – minutes were approved.

M. Mokrzycki presented the Director's Report.

- Statement on Onondaga County's Expanded Source Separation Law

On October 6, the Onondaga County Legislature approved an update to the County's Source Separation Law. These changes were precipitated primarily by the opportunity to add paper and plastic cups to our recycling stream. OCRRA would like to thank the Chair of the Legislature, the County Executive, and all of our County Legislators for their support. In addition, OCRRA would like to acknowledge the County's legal department for their assistance in drafting the updates to the law.

Expanding the items that our community separates and recycles is a core function of OCRRA. Increasing recycling and reducing waste disposal on any scale is an accomplishment. This law is particularly remarkable as it paves the way for millions of cups to be recycled in our community. Our County and OCRRA are industry leaders, and our example will be followed by material management organizations throughout New York State, exponentially increasing the number of cups that are recycled.

Finally, OCRRA would like to recognize our own Kristen Lawton for her hours spent ensuring our law is modernized and practical, and OCRRA Board Member Liz Hradil for assisting in bringing the topic to our elected officials.

Everything we accomplish at OCRRA is a team effort, and our community should be proud of their team today.

T. Pamler followed with a newsletter update:

- Typically the newsletter has a focus topic. This quarter focused on the core operations of OCRRA and what that means.
- Who, what, when and where was used as a model for this edition.
- Each department gave input as to what their focus and goals are and how they run operationally.
- OCRRA resources such as classroom education, apartments visits and various community outreach programs were also highlighted in this newsletter.

- An email blast was sent out and approximately 8,000 were opened and viewed.

C. Dunham commended T. Palmer for her efforts with this newsletter edition.

B. Page asked when the recycling of cups will be implemented.

M. Mokrzycki responded that the law will go into effect on January 1st.

K. Lawton added that one of the most important things will be to get the message out and to educate the community prior to the January 1st start date.

T. Palmer added that the new law will include clear and white plastic as well as paper cups, including lids. No straws and no colored cups.

The **TREASURER REPORT** was presented by M. Jennings.

- This report reflects August results.
- MSW volumes were largely within expectations.
- C&D volumes dipped about 15% from the prior year and 17% lower than budgeted.
- August electricity rate was 5.06c/kWh, with volume production and pricing both very strong.
- The Agency began the year with $18.1M in cash reserves.
- At the end of August, the Agency had $10M in operating cash, and $6M in Board designated cash, for a total of $16M.
- The Agency has billed $734,000 to haulers in recycling tip fees.
- The Agency has paid the MRF $828,505 in recycling tip fees.

G. Popps motioned and B. Page seconded to approve the report.

Roll was taken and the report was accepted 11 ayes, 0 nays, 0 abstain as submitted.

The **RECYCLING AND OPERATIONS COMMITTEE** report was presented by L. Hradil.

- The committee discussed a resolution to purchase a Volvo L45H compact loader.
- The committee discussed the 2027 Agency draft budget.
- The Agency discussed the 'black out' outage at Reworld.

Resolution #2581 – Resolution Authorizing Agency to Purchase One Volvo L45H Compact Wheel Loader was moved by L. Hradil and seconded by D. Daley.

B. Page asked if the RCR employees were able to test the equipment.

D. Haas responded that the RCR employees did test the loader.

The resolution was adopted 11 ayes, 0 nays, 0 abstain.

The **ADMINISTRATION COMMITTEE** report was presented by B. Page.

- B. Page reminded the Board that next month he would be taking nominees for Board Officer positions. The Board will vote on those nominated in December.
- The Administration committee had a brief meeting prior to the September 9th Board meeting. That meeting was to discuss a resolution authorizing Agency's Executive Director to retain an attorney for legal services. That resolution was presented to the Board that day and was adopted.
- B. Page was absent for the September 29th Administration committee meeting. J. Driscoll served as chair.
- The committee discussed the OCRRA 2027 budget and tipping fees resolutions.

- The committee discussed a resolution authorizing the execution of a conflict-of-interest waiver.

Resolution #2582 – Resolution Adopting an Agency Budget for Fiscal Year 2027 was moved by J. Driscoll and seconded by G. Popps.

D. Daley asked if there had been any changes to the budget since the Recycling and Operations / Administration committees.

M. Mokrzycki responded that no changes had been made.

The resolution was adopted 11 ayes, 0 nays, 0 abstain.

Resolution #2583 – Resolution Adopting Tipping Fees and Related Charges for Fiscal Year 2027 was moved by J. Driscoll and seconded by B. Page.

There was no further discussion.

The resolution was adopted 11 ayes, 0 nays, 0 abstain.

Resolution #2584 – Resolution Authorizing the Execution of a Conflict of Interest Waiver was moved by J. Driscoll and seconded by G. Popps.
J. Gascon addressed the Board regarding this resolution.

- An OCRRA customer is retaining Costello, Cooney and Fearon as legal counsel.
- Costello, Cooney and Fearon currently represent OCRRA's HR and personnel matters.
- To avoid conflict, this resolution has been designed to form ethical barriers between the attorneys at Costello who represent OCRRA and who will be representing the customer.
- A waiver agreement has been reviewed and approved by J. Gascon.

The resolution was adopted 11 ayes, 0 nays, 0 abstain.

The **ED SUCCESSION AD HOC COMMITTEE** report was presented by J. Wood.

- September 9th meeting.
  - The committee discussed factors that contributed to the resolution not passing in July.
  - Discussed Board feedback.
  - Discussed Board expectations.
  - Recommended next steps.
  - September 23rd meeting.
- September 23rd meeting.
  - The committee reviewed and discussed feedback and concerns by Board members from the September 9th meeting.
  - Discussed Board expectations.
  - The committee met for further discussions in Executive Session.

C. Albunio:

- Continuing to prepare for the upcoming outage.
- Another outage is scheduled for November.
- Ley Creek has moved into the financial stage of the project. Projected costs are $114M.
- OCRRA is finalizing permits in preparation for construction next year.
- Colors have been selected for the site buildings.

D. Haas:

- September was the first outage at Reworld. Due to planning ahead, hauler wait times were very minimal.

K. Lawton:

- Having cups now included in the recycling stream is a huge win for the community.
- The recycling team is working on several grants for upcoming education and outreach.

T. Palmer:

- Chanel 9 is doing a battery piece for the news tonight.
- Working on education and outreach for the addition of cups to the recycling stream.

M. Cirino:

- Working on cash counts, website compliance, record retention, and ABO training.
- M. Cirino thanked A. Fordock for completing her training.

M. Ballard Fortin:

- OCRRA has hired a new Compost Program Supervisor.
- Health insurance premiums have only increased 4%.
- Recruiting for other positions continues.

D. Haas added that OCRRA runs as well as it does because of the support of the Board and hard work of the staff.

At 4:45 G. Popps motioned and Blair seconded to enter into Executive Session to discuss matters leading to the appointment of a particular person.

11 ayes, 0 nays, 0 abstain

All staff were excused with the exception of M. Ballard Fortin and J. Gascon.

C. Dunham left the meeting at 5:15pm.

At 5:30 E. Bough Martin motioned and L. Hradil seconded to exit Executive Session after discussing matters leading to the appointment of a particular person.

10 ayes, 0 nays, 0 abstain.

At 5:31 E. Bough Martin motioned and L. Hradil seconded to adjourn the meeting.
A collective 'aye' was recorded.
Board Minutes were taken by R. Czerwiak

NewGen Strategies & Solutions

www.newgenstrategies.net



DRAFT REPORT

WASTE-TO-ENERGY FACILITY APPRAISAL

SEPTEMBER 2026

Prepared for:
Onondaga County Resource Recovery Agency
100 Elwood Davis Road, Suite 105
Syracuse, NY 13212

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NewGen Strategies & Solutions

49 Music Square West, Suite 505
Nashville, TN 37203
Phone: (615) 970-7875

September 30, 2026

Mr. Michael Mokrzycki,
Interim Executive Director
Onondaga County Resource Recovery Agency

Re: Waste-to-Energy Facility Appraisal

Mr. Mokrzycki:

NewGen Strategies and Solutions, LLC is pleased to provide the Onondaga County Resource Recovery Agency (OCRRA) with an appraisal report to estimate the Fair Market Value of the Waste-to-Energy (WTE) Facility located in Onondaga County, New York as of July 1, 2026.

We appreciate the opportunity to assist OCRRA in this engagement. If you have any questions concerning this report, please contact me at mlane@newgenstrategies.net.

Sincerely,

Mike Lane

NewGen Strategies and Solutions, LLC

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Table of Contents

Executive Summary

Section 1 Premise of the Appraisal 1-1
Date of Valuation 1-1
Date of Appraisal Report 1-1
Purpose and Intended Use of Appraisal 1-1
Definition of Fair Market Value 1-1
Property Interests Appraised 1-2
Highest and Best Use 1-2
Scope of Services 1-2
Research Undertaken 1-2
NewGen Strategies and Solutions, LLC 1-2

Section 2 Assumptions, Considerations, and Limiting Conditions 2-1

Section 3 Plant Description and Condition Assessment 3-1
Location and Site Characteristics 3-1
Description of Facilities 3-1
Condition of the Waste-to-Energy Facility 3-1

Section 4 Fair Market Value Analyses 4-1
Introduction 4-1
Cost Approach 4-1
Market Approach 4-2
Income Approach 4-4

Section 5 Conclusions 5-1
Discussion 5-1
Fair Market Value 5-1

Section 6 Appraisal Certification 6-1

List of Figures and Tables

Table 4-1 Cost Approach 4-2
Table 4-2 Sales Comparison Approach 4-4
Table 4-3 Income Approach 4-5
Table 5-1 Summary of Value Indicators 5-2

List of Exhibits

Exhibit 1 - Weighted Average Cost of Capital Analysis
Exhibit 2 - Cost Approach
Exhibit 3 - Sales Comparison Approach
Exhibit 4 - Income Approach

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EXECUTIVE SUMMARY

This Appraisal is a Restricted Appraisal Report, reserved for the use of Mr. Michael Mokrzycki, Interim Executive Director for Onondaga County Resource Recovery Agency.

NewGen Strategies & Solutions, LLC ("NewGen") was engaged by the Onondaga County Resource Recovery Agency ("OCRRA") or ("the Client") to undertake certain studies and analyses with respect to the expected Fair Market Value on July 1, 2026 of the Waste to Energy facility ("WTE") located in Onondaga County, New York (the "Assets"). The results of our review are set forth in this report ("Report").

Based on the appraisal of the Assets, as discussed hereafter, we are of the opinion that the fair market value of the Assets is approximately **$91 million**.

Our analyses included the three generally accepted approaches to value: the Income, Cost, and Market approaches.

The Income Approach to value develops cash flows based on estimates of projected future revenue from all sources and projected future operating expenses. The projections include: 1) revenues from electric sales, tipping fees, and both ferrous and non-ferrous recovery; and 2) operating expenses, ash disposal (including transportation), property and income taxes, and other appropriate expenses, as explained in detail in the Report.

Cash flows, once developed, are then discounted to present value utilizing a market-based average cost of capital.

The Cost Approach was developed based on the Facility's reproduction cost new, with indicators of value adjusted for depreciation. The Reproduction Cost developed is based on an assumed cost of $1,500 per ton of the Facility's permitted waste capacity, allocated across asset categories using the cost allocation percentages developed in the 2013 OCRRA appraisal. The developed Reproduction Cost was then reduced by an appropriate measure of accumulated depreciation based on the Facility's useful life and age in order to derive an estimate of Reproduction Cost New less Depreciation (RCNLD) and trended back to original cost to derive Original Cost Less Depreciation (OCLD).

The Market Approach to value utilizes research conducted by NewGen to identify transactions of assets similar to the subject Assets. Several comparable transactions were identified and indicators of value derived and applied to the Assets. The Market Approach to value was, however, given no weight in developing an opinion of value for the Assets because of the difficulty of comparing transactions from vastly differing markets and the lack of sufficient available information relative to the transactions in question. It is our considered opinion that, although the transactions identified are waste to energy plant transactions, they are not adequately comparable to the Waste to Energy facility due to differences in waste and power markets.

NewGen relied principally upon the Income Approach to develop the opinion of value based on the theory of substitution, which states that no prudent buyer would be willing to pay more for a property than the value of the prospective future cash flows. The results of the three approaches to value are listed in Table ES-1, below.

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Table ES-1

Summary of Value Indicators

OCLD	RCNLD	Income Approach	Market Approach
$64,419,000	$187,745,000	$90,917,000	$41,657,000

Note: Table values may not equal exhibit values due to rounding to the nearest $1,000

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Treasurer Report

November 18, 2026

September 2026 Results:

The volume mix in September was higher in MSW and a bit lower in C&D than the prior year. This positive tonnage skew led to revenues more than budgeted amounts of $366,000.

The September electricity rate was 3.76c/kWh, in line with recent historical prices.

On the expense side, diesel costs ranging from 5c-6c/gallon continue to impact several categories. Landfill and bypass costs have largely been contained, and those costs have tapered off materially throughout the fall. For the year, the Agency has an increase in net position of approximately $3.4M, setting the stage for a strong end to 2026.

Cash Flow:

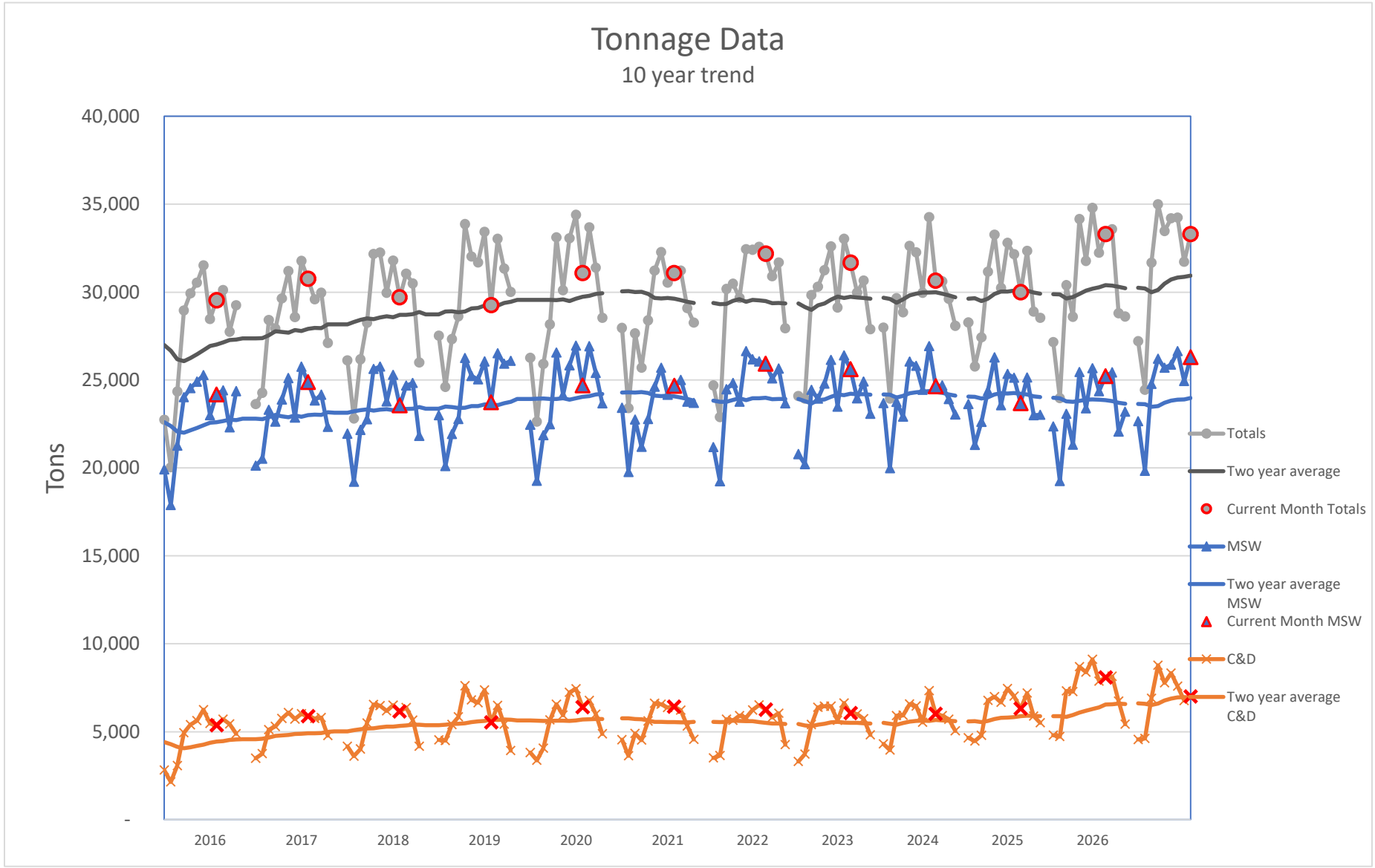
The Agency began the year with **$18.1M** in cash reserves. At the end of September, the Agency had **$13.9M** operating Cash, and **$6M** Board Designated Cash, for a total of **$19.9M**.

Recycling Revenues and Expenses:

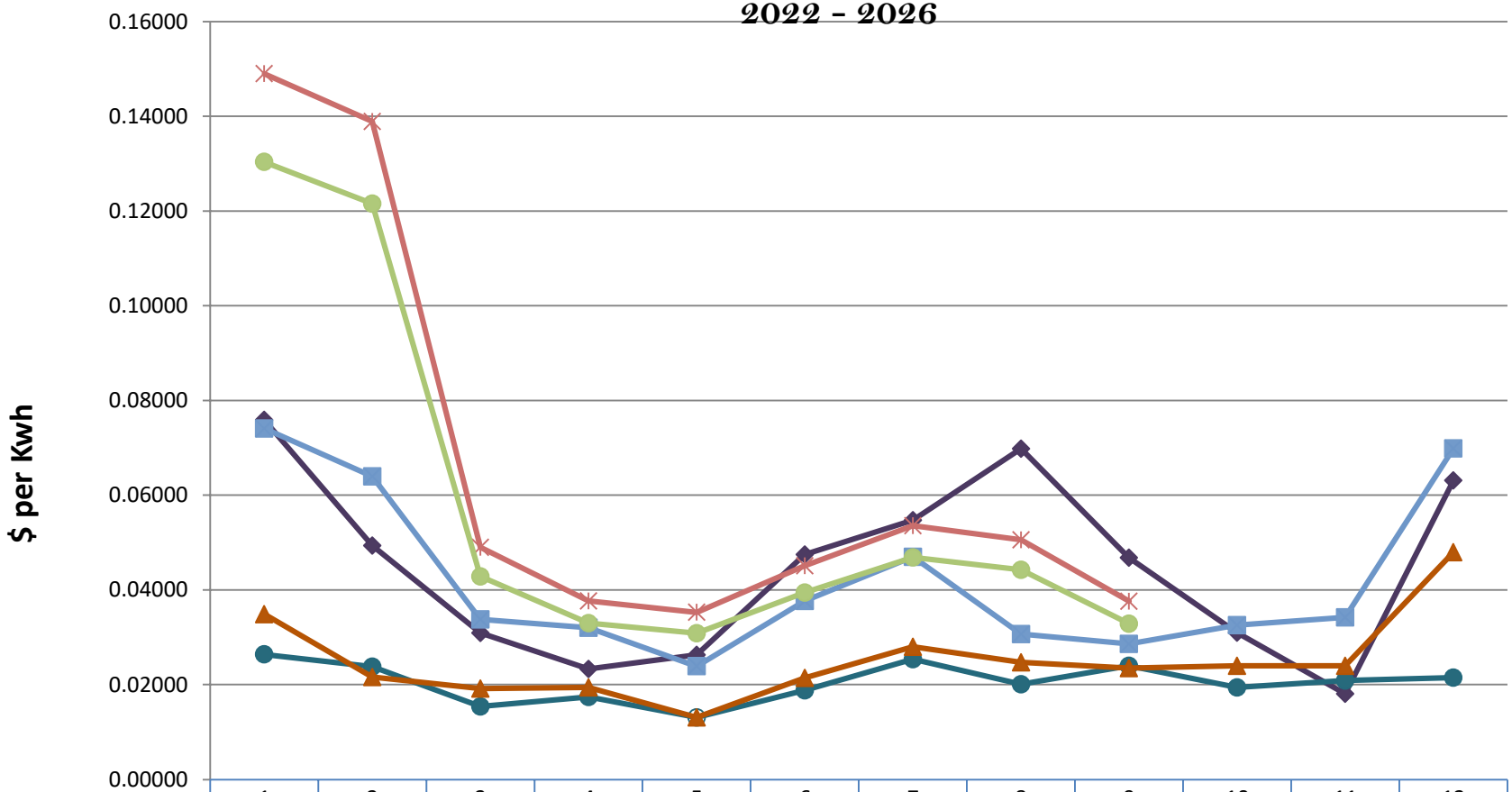
The Agency's payments for and revenue from residential recycling are summarized below. The income statement includes these amounts in "Other" (revenue) and "Recycling" (expense).

Month	Paid for Recycling	Received From MRF	Cumulative
January	$ 133,089	-	$ 133,089
February	98,729	-	231,818
March	115,658	-	347,476
April	111,290		458,766
May	90,664		549,430
June	96,616		646,423
July	96,080		742,505
August	92,537		835,042
September (est)	113,470		948,512
October			
November			
December			
Totals	**$ 948,512**	**-**	**$ 948,512**

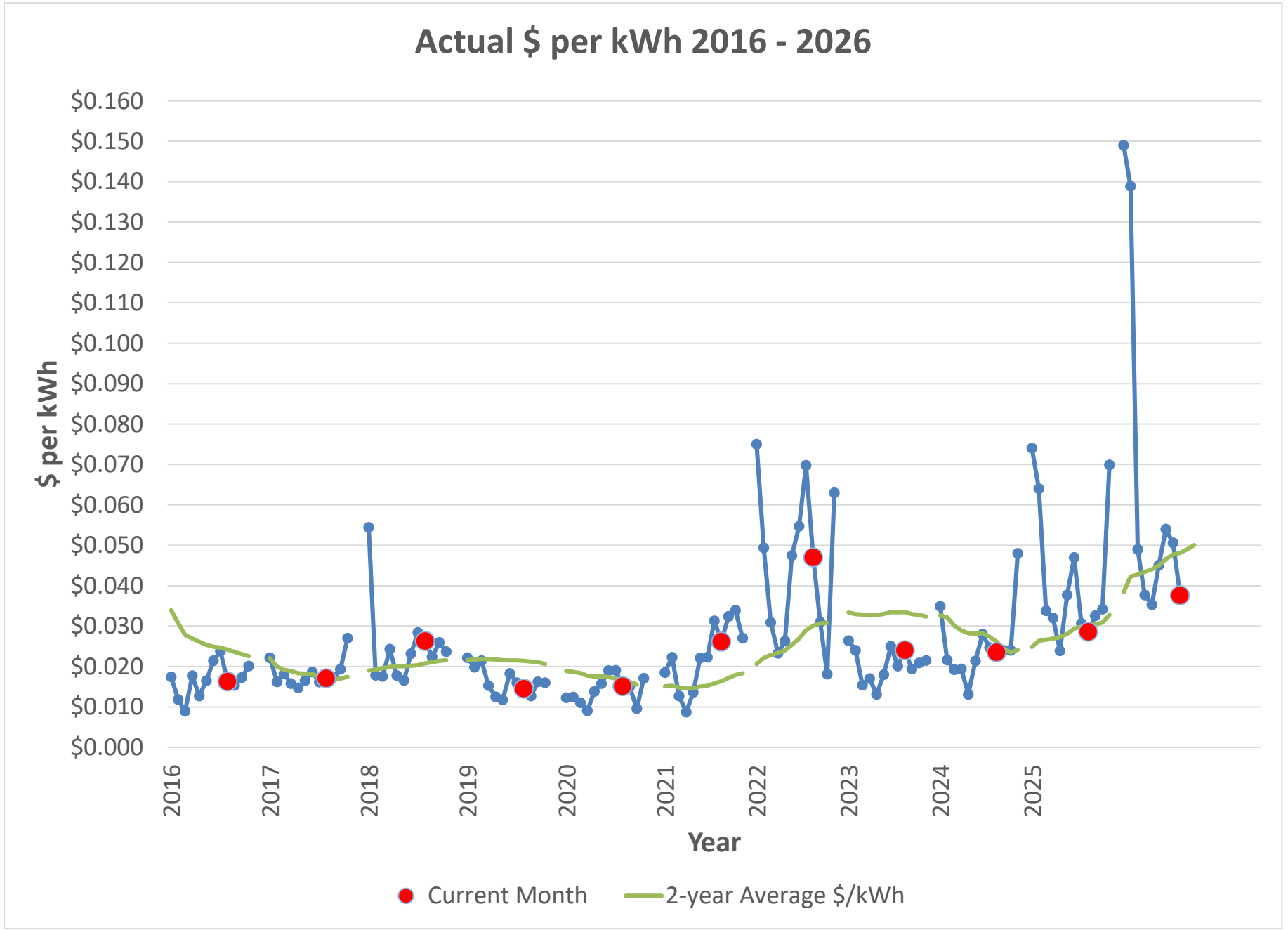
The Agency has billed haulers approximately $821,512 in recycling tipping fees.


Tonnage Data
10 year trend
Tons
40,000
35,000
30,000
25,000
20,000
15,000
10,000
5,000
-
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
Totals
Two year average
Current Month Totals
MSW
Two year average MSW
Current Month MSW
C&D
Two year average C&D

Actual $/Kwh
5-Year Comparison
2022 - 2026



	1	2	3	4	5	6	7	8	9	10	11	12
2022	$0.07590	$0.04940	$0.03090	$0.02330	$0.02630	$0.04750	$0.05470	$0.06980	$0.04680	$0.03100	$0.01810	$0.06310
2023	$0.02640	$0.02380	$0.01540	$0.01740	$0.01310	$0.01880	$0.02540	$0.02010	$0.02400	$0.01940	$0.02090	$0.02150
2024	$0.03490	$0.02160	$0.01920	$0.01940	$0.01310	$0.02140	$0.02800	$0.02470	$0.02350	$0.02400	$0.02400	$0.04800
2025	$0.07410	$0.06400	$0.03380	$0.03200	$0.02390	$0.03770	$0.04700	$0.03070	$0.02860	$0.03260	$0.03420	$0.06990
2026	$0.14900	$0.13890	$0.04900	$0.03770	$0.03530	$0.04510	$0.05360	$0.05060	$0.03760			
2026 Adj	$0.130	$0.122	$0.043	$0.033	$0.031	$0.039	$0.047	$0.044	$0.033			


Actual $ per kWh 2016 - 2026
$0.160
$0.150
$0.140
$0.130
$0.120
$0.110
$0.100
$0.090
$0.080
$0.070
$0.060
$0.050
$0.040
$0.030
$0.020
$0.010
$0.000
$ per kWh
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
Year
Current Month
2-year Average $/kWh

ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
2026 MONTHLY INCOME STATEMENT (UNAUDITED)

	ACTUAL Sep 2026	BUDGET Sep 2026	$ Var	%Var	5-year Trends Min	Max	Trendline
OPERATING REVENUES							
Tipping Fees	3,392,393	3,025,917	366,476	12%	2,808,801	3,392,393	
Electric Revenue	576,395	500,000	76,395	15%	451,854	871,295	
Recovered Material Revenue	134,886	123,000	11,886	10%	111,296	201,850	
Grant Revenue	-	-	-	0%	-	318,569	
Compost Revenue	105,571	82,558	23,013	28%	46,331	105,571	
Other	48,303	42,108	6,195	15%	35,151	48,303	
Total Operating Revenues	**4,257,548**	**3,773,583**	**483,965**	**13%**			
OPERATING EXPENSES							
Personal Services	684,303	617,550	(66,753)	11%	497,689	684,303	
Contractual Services:							
Landfill Contracts	326,469	262,000	(64,469)	25%	244,346	690,792	
Other Contractual Services	2,490	10,850	8,360	77%	1,117	3,482	
Materials and Supplies	103,550	48,850	(54,700)	112%	30,533	103,550	
Professional Fees	84,412	105,270	20,858	20%	32,788	226,240	
Recycling	97,021	85,687	(11,334)	13%	39,899	286,514	
Composting	86,336	38,669	(47,667)	123%	40,639	86,336	
Hazardous Waste Disposal	26,995	26,676	(319)	1%	15,723	26,995	
Repairs and Maintenance	133,881	98,112	(35,769)	36%	66,307	144,382	
Utilities	11,057	8,357	(2,700)	32%	7,878	20,171	
Insurance	52,176	51,050	(1,126)	2%	43,144	52,176	
Operating Leases	11,837	12,300	463	4%	8,750	12,449	
Depreciation and Amortization	124,852	141,334	16,482	12%	106,460	139,653	
Payments to Host Communities	17,299	18,350	1,051	6%	16,600	18,360	
Other	75,801	50,400	(25,401)	50%	34,075	75,801	
Waste-to-Energy Operations Cost	2,216,475	2,108,659	(107,816)	5%	1,942,164	2,216,475	
Total Operating Expenses	**4,054,954**	**3,684,114**	**(370,840)**	**10.1%**			
OPERATING INCOME (LOSS)	**202,594**	**89,469**	**113,125**	**126%**	(86,574)	837,182	
OTHER REVENUE (EXPENSE)							
Interest Income - cash	19,438	23,500	(4,062)	17%	1,633	28,391	
Interest Income - non system	40,132	33,000	7,132	22%	913	82,483	
Interest Income - lease receivable	93,806	103,000	(9,194)	9%	93,806	135,639	
Interest Expense	(93,806)	(93,806)	-	0%	(135,639)	(93,806)	
Capital Lease Interest Expense	-	-	-	0%	-	-	
2019 Bond Interest Expense	(19,799)	(19,799)	-	0%	(30,194)	(19,799)	
Gain on sale of PP&E	110,095	175,000	(64,905)	0%	-	112,500	
Gain 2015 Deferred Inflow	5,869	5,800	69	1%	5,869	5,869	
Other Revenue - NET	**155,735**	**226,695**	**(70,960)**	**31%**			
CHANGE IN NET POSITION	**358,329**	**316,164**	**42,165**	**13%**	(364)	815,403	

ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
2026 YTD INCOME STATEMENT w/BUDGET (UNAUDITED)

YTD	ACTUAL Sep 2026	BUDGET Sep 2026	TOTAL BUDGET	$ Var	%Var	5-year Trends Min	Max	Trendline
OPERATING REVENUES								
Tipping Fees	28,608,900	27,239,250	36,317,000	1,369,650	5%	24,471,910	28,608,900	
Electric Revenue	7,673,456	4,500,000	6,000,000	3,173,456	71%	3,672,163	7,760,598	
Recovered Material Revenue	997,150	1,107,000	1,492,000	(109,850)	10%	997,150	1,976,865	
Grant Revenue	989,121	138,972	459,500	850,149	0%	59,140	989,121	
Compost Revenue	903,592	776,725	1,024,200	126,867	16%	473,470	903,592	
Other	543,497	428,373	571,000	115,124	27%	374,716	794,874	
Total Operating Revenues	**39,715,716**	**34,190,320**	**45,863,700**	**5,525,396**	**16%**			
OPERATING EXPENSES								
Personal Services	6,024,480	5,794,520	8,219,200	(229,960)	4%	4,273,760	6,024,480	
Contractual Services:								
Landfill Contracts	4,250,160	2,395,506	3,227,000	(1,854,654)	77%	1,920,593	5,686,448	
Other Contractual Services	130,817	101,950	136,300	(28,867)	28%	67,553	130,817	
Materials and Supplies	688,070	450,340	601,500	(237,730)	53%	491,937	688,070	
Professional Fees	592,252	525,455	752,000	(66,797)	13%	267,142	757,386	
Recycling	846,338	697,092	1,040,500	(149,246)	21%	349,383	1,250,260	
Composting	697,302	394,173	546,200	(303,129)	77%	319,727	697,302	
Hazardous Waste Disposal	142,377	164,800	223,000	22,423	14%	72,855	148,225	
Repairs and Maintenance	1,053,895	944,177	1,280,000	(109,718)	12%	696,436	1,055,844	
Utilities	110,747	96,004	138,300	(14,743)	15%	93,298	115,675	
Insurance	466,910	452,731	641,800	(14,179)	3%	380,952	466,910	
Operating Leases	113,730	121,876	168,000	8,146	7%	78,888	124,429	
Depreciation and Amortization	1,326,877	1,281,906	1,738,100	(44,971)	4%	973,314	1,326,877	
Payments to Host Communities	155,696	159,584	214,400	3,888	2%	143,832	155,696	
Other	474,125	454,060	678,100	(20,065)	4%	371,225	478,367	
Waste-to-Energy Operations Cost	19,776,946	18,843,579	25,583,800	(933,367)	5%	17,306,944	19,776,946	
Total Operating Expenses	**36,850,722**	**32,877,753**	**45,188,200**	**(3,972,969)**	**12.1%**			
OPERATING INCOME (LOSS)	**2,864,994**	**1,312,567**	**675,500**	**1,552,427**	**118%**	(298,431)	7,388,422	
OTHER REVENUE (EXPENSE)								
Interest Income - cash	201,961	211,500	287,000	(9,539)	5%	6,794	355,548	
Interest Income - non system	385,108	297,000	400,000	88,108	30%	8,385	385,108	
Interest Income - lease receivable	889,168	927,000	1,240,000	(37,832)	4%	889,168	1,257,751	
Interest Expense	(889,168)	(889,168)	(1,171,000)	-	0%	(1,257,751)	(889,168)	
Capital Lease Interest Expense	(723)	(723)	(1,000)	-	0%	(27,820)	-	
2019 Bond Interest Expense	(189,357)	(189,357)	(355,000)	-	0%	(280,920)	(189,357)	
Gain (loss) on sale of PP&E	110,095	175,000	175,000	(64,905)	0%	-	148,500	
Gain 2015 Deferred Inflow	52,821	52,200	70,000	621	1%	52,821	52,821	
Other Revenue - NET	**559,905**	**583,452**	**645,000**	**(23,547)**	**4%**			
CHANGE IN NET POSITION	**3,424,899**	**1,896,019**	**1,320,500**	**1,528,880**	**81%**	34,002	7,236,397	
NET POSITION - BOY	**36,934,738**	**36,934,738**	**36,934,738**					
NET POSITION - EOY	**$ 40,359,637**	**$ 38,830,757**	**$ 38,255,238**					

ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
2026 STATEMENT OF NET POSITION (UNAUDITED)

	9/30/2026
ASSETS	
CURRENT ASSETS:	
Cash and cash equivalents	13,912,102
Cash and cash equivalents - Board Designated	6,009,395
Accounts receivable (net of an allowance for bad debts of $50,000)	4,805,564
Electric Revenue Receivable	640,439
Metal Revenue Receivable	18,695
Prepaid expenses and other receivables	1,554,023
Facility lease, current portion	2,695,000
TOTAL CURRENT ASSETS	**29,635,218**
ASSETS LIMITED AS TO USE:	
Investments held by trustee under indenture	5,846,772
PROPERTY, PLANT and EQUIPMENT, net	23,548,023
DEFERRED OUTFLOW	1,438,770
FACILITY LEASE, net of current portion	28,939,359
TOTAL ASSETS	**89,408,142**
LIABILITIES AND NET POSITION	
CURRENT LIABILITIES:	
Accounts Payable	4,912,443
Accrued Interest	706,736
Accrued Expenses and other current liabilities	197,204
2015 Bond Payable - Current	-
2019 Bond Payable - Current	-
Capital Lease Liability-Current	-
TOTAL CURRENT LIABILITIES	**5,816,383**
LONG-TERM LIABILITIES:	
Capital Lease Liability -Long Term	-
Other Post Employment Benefits	88,176
Net Pension Liability	1,917,292
2015 Deferred Inflow	633,812
2015 Series A Bond Payable, net of current portion	30,840,000
2015 Bond Premium	1,973,526
2015 Capital Fund Liability	250,573
2019 Bond Payable	6,760,000
2019 Bond Premium	761,458
TOTAL LIABILITIES	**49,041,220**
NET POSITION	
Invested in capital assets	13,447,409
Unrestricted	21,870,970
Restricted	5,048,543
TOTAL NET POSITION YTD	**40,366,922**
TOTAL	**89,408,142**

STATEMENT OF CASH FLOWS OCRRA (UNAUDITED)

	YTD Through 9/30/2026
CASH FLOWS FROM OPERATING ACTIVITIES:	
Receipts from tipping fees	$27,471,747
Receipts from electric revenue	8,095,978
Other operating receipts	3,455,894
Payments to vendors and suppliers	(9,262,568)
Payments to employees	(4,745,571)
Payments for Waste-to-Energy Operations	(16,637,829)
Payments for insurance and employee benefits	(1,720,606)
Net cash flow from operating activities	**6,657,045**
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:	
Payments on bonds outstanding	(3,365,000)
Proceeds from the issuance of bonds	-
Payments on Capital Leases	(76,840)
Proceeds from the sale of machinery and equipment	110,095
Purchase of property, plant and equipment	(988,605)
Payments for interest on bonds outstanding	(932,009)
Net cash flow from capital and related financing activities	**(5,252,359)**
CASH FLOWS FROM INVESTING ACTIVITIES:	
Net change in investments	(155,397)
Proceeds from interest on invested funds	587,070
Net cash flow from investing activities	**431,673**
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	**1,836,359**
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	**18,085,138**
CASH AND CASH EQUIVALENTS -YEAR-TO-DATE	**19,921,497**

STATEMENT OF CASH FLOWS OCRRA (UNAUDITED)

	YTD Through 9/30/2026
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH FLOW FROM OPERATING ACTIVITIES	
Operating Income/(Loss)	2,864,994
Adjustments to reconcile operating income to net cash flow from operating activities:	
Depreciation and amortization	1,326,877
Change in provision for bad debt expense	-
WTE operations used to reduce lease costs	3,139,117
Other Post -Employment Benefits Expense less LT liability adj.	-
2015 Bond Insurance Expense (no cash amortization expense)	29,245
Change in Bad Debt Expense	-
Change in Prepaid Pension Expense	180,907
Change in NYSRS Retirement expense assoc. with GASB 68	-
Changes in operating assets and liabilities:	
Accounts receivable	(1,137,153)
Other Receivables	445,056
Prepaid expenses	(71,674)
Accounts payable and accrued expenses	(120,323)
Total Adjustments	**3,792,052**
NET CASH FLOW FROM OPERATING ACTIVITIES	**6,657,045**

Reserve Deposits:

Resolution #2530 directed future receipts, equal to $1 per ton of MSW and $5 per ton of C&D received to the Ley Creek Reserve Fund

Month	Added to Reserve	2026 Cumulative
January	$ 44,833	$ 44,833
February	$ 42,355	$ 42,355
March	$ 56,897	$ 144,085
April	$ 67,436	$ 211,521
May	$ 61,385	$ 272,906
June	$ 63,601	$ 336,507
July	$ 61,381	$ 397,888
August	$ 58,795	$ 456,683
September	$ 61,307	$ 517,990
October		
November		
December		
Total		**$ 517,990**

LEY CREEK AD-HOC COMMITTEE MEETING MINUTES

October 14, 2026

Time: 3:00 p.m. / Location: 100 Elwood Davis Rd., Liverpool NY 13212

Ad-Hoc Members: *D. Daley - Chair, E. Bough Martin, B. Page, C. Dunham, J. McMahon*
Attending: E. Bough Martin, D. Daley, B. Page
Other Board Members Attending: M. Jennings, A. Fordock, D. Quackenbush
Absent: J. McMahon, C. Dunham
Staff Attending: M. Mokrzycki, R. Czerwiak, K. Lawton, C. Albunio,
T. Palmer, D. Haas, M. Cirino, O. Hunter, J. Gascon
Guests: B. Piedmont-Fleischmann (via ZOOM), A. Schellberg (via ZOOM)

D. Daley called the meeting to order at 3:00 pm.

Roll call was taken and quorum is present.

C. Albunio gave an update regarding the collaboration work OCRRA is involved in for the Ley Creek site and various other entities. Some of those entities are:

- National Grid
- Water Environment Protection (WEP)
- Onondaga County
- OCWA
- NYSDEC
- Onondaga County Dept of Environmental Conservation
- Onondaga County Dept of Transportation
- Spectrum
- Town of Salina

Each entity has varying degrees of involvement. C. Albunio laid out each one.

There was no further discussion.

C. Albunio gave an update on the color pallet that has been chosen for the site.

- Forest green and grey was chosen for the buildings.

The committee consensus is in favor of the chosen colors.

There was a brief discussion regarding solar panels.

There was a brief discussion regarding labor rates, construction costs and if OCRRA is prepared for any possible future increases.

Projected cost for the site build is approximately $114M.

Total timeline for build is approximately 2-3 years.

There was a lengthy discussion regarding construction materials and which ones will work the best within each building.

M. Mokrzycki updated the committee regarding the hiring of a Municipal Advisor for this project. They will guide the Agency through the financial process.

The Committee agrees that resolutions related to project bonding would go through the Administration Committee.

M. Mokrzycki continued to explain the bonding process and each different entity that will be involved as well as what role they will play to assist OCRRA with funding for this project.

The committee reviewed two different funding scenarios.

E. Bough Martin motioned and B. Page seconded to adjourn the meeting.
A collective 'aye' was recorded.
The meeting was adjourned at 4:00 pm.
Meeting minutes were taken by R. Czerwiak

RECYCLING/OPERATIONS COMMITTEE MEETING MINUTES
October 21, 2026
Time: 4:00 p.m. / Location: 100 Elwood Davis Rd., N. Syracuse NY 13212

Members: L. Hradil – Chair, D. Daley, V. Mangan, J. Wood, B. Sekarore, D. Quackenbush, A. Fordock

Present : D. Daley, D. Quackenbush, A. Fordock

Absent : V. Mangan, B. Sekarore, J. Wood, L. Hradil

Also Attending: M. Mokrzycki, R. Czerwiak, T. Palmer, J. Gascon, C. Albunio, K. Lawton, D. Haas

Guest(s):

The meeting was called to order at 4:02 PM.

Roll was taken and quorum is present.

L. Hradil is absent from today's meeting.

D. Quackenbush motioned and A. Fordock seconded for D. Daley to Chair the meeting.

Roll was called.

3 ayes, 0 nays, 0 abstain

M. Mokrzycki presented a resolution to contract with Waste Management for residential recycling. The purpose of this discussion is to obtain consensus to move the resolution to the full Board in November. K. Lawton gave the highlights.

- OCRRA has contracted with Waste Management Recycle America (WM/RA - MRF) to process and market residential recyclables since 2010.
- The proposed amendment extends this contract through a new five-year agreement beginning January 1, 2027, with two optional one-year extensions.
- The processing fee increases from $91.09 per ton in 2026 to $96.00 per ton in 2027.
- OCRRA costs/revenues will continue to be determined by formula based on recyclable commodity values and MRF processing costs.
- OCRRA will receive a mutually agreeable, monthly credit for transporting non-OCRRA glass from the MRF to Madison County Landfill for beneficial use. The MRF may manage all glass in a different manner if a more favorable economic arrangement is determined agreeable to both parties.
- The agreement will restore annual public education funding to OCRRA for efforts aimed at increasing recycling and reducing contamination.
- Management recommends this agreement, with the increase of $4.91 per ton, with future annual adjustments capped at 4.5%. Actual net program costs will continue to vary based on recycling tonnage, commodity values, processing costs, residue disposal costs/revenues, and management. Contract would be a five-year agreement, with two optional one-year extensions, effective January 1, 2027.

The committee discussed contract language and if any adjustment or negotiations needed to be arranged.

It was determined that the finer provisions of the contract can be negotiated with WM/RA prior to the November Board meeting.

The committee will vote to move the resolution with the understanding that the Agency will continue talks with WM/RA.

A. Fordock motioned and D. Quackenbush seconded to move the resolution.

3 ayes, 0 nays, 0 abstain

The resolution will be presented at the November Board meeting.

K. Lawton presented a resolution for the purchase of prepaid bulb shipping boxes and recycling services for 2027. The purpose of this discussion is to obtain consensus to move the resolution to the full Board in November.

- OCRRA has offered residential fluorescent bulb recycling in partnership with local hardware stores since 2007.
- Currently, nine participating stores accept 2-foot, 4-foot, U-shaped, circular and CFL bulbs. This allows mercury-containing bulbs to be recycled instead of ending up in the trash.
- OCRRA supplies the hardware stores the boxes. The hardware stores collect and ship the bulbs to EverLights, Inc for recycling.
- Over the past five years, participating hardware stores have used 150-225 boxes annually.
- A RFQ was sent to 19 vendors.
- 4 responded.
- EverLights, Inc was selected based on the lowest pricing for 2026 services. Their quote provided three one-year extensions with a 3% annual increase.
- Management recommends approval of the first one-year extension with a cost per box of $115.36 and a not to exceed amount of $25,000 from January 1, 2027 through December 31, 2027.

A minor punctuation edit will be made to the resolution.

There was no further discussion.

A. Fordock motioned and D. Quackenbush seconded to move the resolution.

3 ayes, 0 nays, 0 abstain

The resolution will be presented at the November Board meeting.

K. Lawton presented a resolution for single-use battery recycling services. The purpose of this discussion is to obtain consensus to move the resolution to the full Board in November. K. Lawton gave the highlights.

- OCRRA has battery drop off kiosks at area grocery stores, and community centers.
- A RFQ was issued for these services in 2026.
- 16 vendors were solicited and 4 submitted bids.
- The lowest bid received was NLR, Inc.
- NLR, Inc has agreed to three, one-year contract renewals at their proposed 2027 prices, should the Agency decide to continue the 2027 agreement for future years at the same price.
- OCRRA anticipates recycling 30,000 pounds of alkaline batteries and 6,000 pounds of lithium single-use batteries including cylindrical, button, and coin styles.
- Management recommends selecting NLR, Inc as the provider for battery recycling services with a not-to-exceed amount of $35,000 from January 1, 2027, through December 31, 2027.

There was no further discussion.

A. Fordock motioned and D. Quackenbush seconded to move the resolution.

3 ayes, 0 nays, 0 abstain

The resolution will be presented at the November Board meeting.

K. Lawton presented a resolution to contract for additional household hazardous waste services. The purpose of this discussion is to obtain consensus to move the resolution to the full Board in November.

- Household hazardous waste (HHW), such as pesticides, automotive fluids, and other hazardous household products, can't be disposed of in the trash or down the drain.
- OCRRA's NYSDEC permit requires these hazardous materials be kept out of the waste stream.
- Currently, Miller Environmental Group (MEG) provides these services under a contract that expires on December 31, 2026.
- The current cost is $107.78 per vehicle.
- The program averages approximately 1,760 appointments annually.
- Program participation in 2026 has exceeded projections. The Board approved not-to-exceed amount of $200,000 is expected to be exhausted by late October.
- OCRRA issued a RFQ in July of 2026 for continued year-round HHW services.
- No qualified proposals were received. MEG did not submit a quote.
- This means there will not be year-round services available.
- OCRRA will have to switch to an events-based schedule.
- A long-term plan for year-round services is still being explored.
- Management recommends an increase to the 2026 budget amount. From $200,000 to $250,000 to accommodate higher than anticipated and expected increased demand through the end of 2026.
- All eligible HHW management costs are reimbursable by the NYSDEC at 50%.

The committee discussed the Ley Creek campus and how that would impact the HHW program.

The committee discussed possible events for 2027 and what that might look like and what the cost to OCRRA may be.

A. Fordock motioned and D. Quackenbush seconded to move the resolution.

3 ayes, 0 nays, 0 abstain

The resolution will be presented at the November Board meeting.

C. Albunio ended with a reminder that the WTE facility is at the end of outage season. The last outage has been canceled.

D. Quackenbush motioned, and A. Fordock seconded to adjourn the meeting.
A collective 'aye' was recorded.
The meeting was adjourned at 4:34 pm.
Meeting minutes were taken by R. Czerwiak

Resolution No. _____, 2026

RESOLUTION AUTHORIZING A CONTRACT WITH WASTE MANAGEMENT RECYCLE AMERICA, LLC FOR MATERIAL RECOVERY FACILITY SERVICES

WHEREAS, the Onondaga County Resource Recovery Agency did, pursuant to Resolution No. 2369 of January 11, 2023, enter into a contract with Waste Management Recycle America, LLC ("WM/RA") for material recovery facility (MRF) services for the calendar years 2023 through 2026; and

WHEREAS, WM/RA is the sole material recovery facility operating in Onondaga County; and

WHEREAS, in order to provide for continuing Material Recovery Facility Services for recyclables collected in Onondaga County pursuant to the curbside program, the Agency has negotiated a new five-year service agreement to begin on January 1, 2027, with two optional one-year extensions; and

WHEREAS, although the processing fee has increased from $91.09 per ton to $96.00 per ton, the agreement also provides a 75% revenue share for OCRRA when the per ton blended value of the recyclables is higher than the MRF's per ton processing fee, with an annual escalator based on Waste, Sewer, Trash CPI, capped at 4.5% per year; and

WHEREAS, the Recycling and Operations Committee of the Board of Directors has reviewed this agreement and recommends that the Agency's Executive Director be authorized to execute the contract as outlined; now, therefore be it

RESOLVED, that the Onondaga County Resource Recovery Agency does hereby authorize the Acting Executive Director to execute a contract with Waste Management Recycle America, LLC, as outlined above, for the five-year period beginning January 1, 2027, and ending December 31, 2031, with two optional one-year extensions. This Resolution shall take effect immediately.

Resolution Adopted Date: _____

Vote: Ayes _____ **Nays** _____ **Abstentions** _____

Signed: _____

Draft

RESOLUTION BRIEF

Residential Recycling Material Recovery Facility Services Contract Amendment

November 18, 2026

OCRRA has contracted with Waste Management/Recycling America (WMRA or the MRF) to process and market residential recyclables since 2010. The proposed amendment extends this partnership through a new five-year agreement beginning January 1, 2027, with two optional one-year extensions.

Key terms include:

- Processing fee increases from **$91.09 per ton in 2026 to $96.00 per ton in 2027**, with **annual adjustments** tied to the Waste, Sewer, and Trash Consumer Price Index (CPI), **capped at 4.5% per year**.
- OCRRA costs/revenues will continue to be determined by a formula based on recyclable commodity values and MRF processing costs.
- Previously, 100% of **residue** was managed at the WTE Facility. Now residue deliveries to the WTE Facility will be prioritized in the first quarter of the year, when MSW tonnages are lower and WTE capacity is less utilized. Up to 30% of facility residue may be managed at a WM landfill throughout the rest of the year (~1,000 tons at current volumes).
- OCRRA will receive a mutually agreeable, monthly credit for transporting non-OCRRA **glass** from the MRF to Madison County Landfill for beneficial use. The MRF may manage all glass in a different manner if a more favorable economic arrangement is agreed to by both parties.
- The agreement restores **annual public education** funding to OCRRA for efforts aimed at increasing recycling and reducing contamination. The outreach topic will be mutually agreed upon and equal $10,000 per year.

Fiscal Impact

The agreement increases the processing fee by $4.91 per ton, with future annual adjustments capped at 4.5%. Actual net program costs will continue to vary based on recycling tonnage, commodity values, processing costs, residue disposal costs/revenues, and glass management.

RECOMMENDATION:

Approve WMRA contract amendment establishing a five-year agreement, with two optional one-year extensions, effective January 1, 2027.

Final MRF Contract Adjustments

CHANGE 1:

Red copy reflects CPI adjustment the Recycling / Operations Committee requested on October 21, 2026.

3. CHARGES
   a. Customer shall pay a processing fee for each delivered ton of material ("Processing Fee"). The initial Processing Fee is $96.00 per ton.
   b. At the start of each calendar year starting in 2028 (each, the "Anniversary Date"), the Processing Fee and Residue Charge will be increased by an amount equal to any increase in the applicable CPI as calculated below, provided, however, that the increase shall not exceed four and a half percent (4.5%). Such adjustment will be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. The increase to the CPI will be based on the percentage increase in the CPI for the twelve (12) month period ending one month prior to the Anniversary Date. "CPI" means the Consumer Price Index-All Urban Consumers (CPI-U), Water, Sewer, and Trash Collection (WST), (Not Seasonally Adjusted, 12-month rolling average) as published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100). In the event this CPI is no longer viable or no longer reflective of consumer prices in the applicable geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual agreement of the parties. Failure by a party to submit such CPI price adjustment shall not preclude the retroactive implementation of such adjustment as of the Anniversary Date.

      In any year where the applicable CPI change is less than 0%, the Processing Fee and Residue Charge shall remain unchanged from the prior year. The index value used as a base to calculate the percentage increase for future CPI increases shall not be adjusted downward during such deflationary periods but shall remain at its previously established level. In any year following a CPI change less than 0%, the processing fee will not be increased until the CPI exceeds that which the last processing fee was based upon.

CHANGE 2:

Blue copy reflects minor language adjustment made by WM. This language still maintains OCRRA's ability to participate in glass management decisions, which was our objective.

6. Notwithstanding the foregoing, WMRA reserves the right to modify or discontinue this arrangement and manage all or any portion of the glass through an alternative outlet or processing method if WMRA determines, after consultation and discussion in good faith with Customer, ~~and the Customer determines~~ that another glass management option provides comparable or more favorable economics to the parties. Such alternatives may include, without limitation, future glass cleaning or processing capabilities at the WMRA recycling facility or alternative beneficial use. WMRA will notify OCRRA before any such change and will work with OCRRA on implementation of new process.

FIRST AMENDMENT TO THE
RECYCLING SERVICE AGREEMENT
BETWEEN
ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
AND
WM RECYCLE AMERICA, L.L.C.

THIS FIRST AMENDMENT ("First Amendment") to the Recycling Service Agreement dated January 20, 2023 (the "Agreement") is made and entered into effective as of January 1, 2027 by and between Onondaga County Resource Recovery Agency ("Customer") and WM Recycle America, L.L.C. ("WMRA" or "Company").

WHEREAS, Customer and WMRA entered into the Agreement in which Customer agreed to provide to WMRA and WMRA agreed to accept from Customer Customer's recyclable materials as defined in the Agreement ("Recyclables"), which Agreement had a term of four (4) years commencing January 1, 2023 and provided in Section 1 of the Agreement that the Agreement may renew thereafter for two (2) additional terms of one (1) year each upon the written approval of both parties; and

WHEREAS, Customer and WMRA wish to amend the Agreement to update the sections noted below.

NOW, THEREFORE, the parties, for themselves, successors and assigns, in consideration of their respective undertakings and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree to the following:

1. The term of the Agreement is extended for five (5) years commencing on January 1, 2027 ("Effective Date") and terminating on December 31, 2031. The Agreement may renew thereafter for two (2) additional terms of one (1) year each ("Renewal Term") upon mutual written agreement of the parties not less than ninety (90) days prior to the end of the then-expiring term.

2. EXHIBIT A to the Agreement is hereby deleted in its entirety and replaced with the attached EXHIBIT A.

3. EXHIBIT B, 3. Charges (a) and (b) are hereby deleted in its entirety and replaced with the language below.

3. CHARGES

a. Customer shall pay a processing fee for each delivered ton of material ("Processing Fee"). The initial Processing Fee is $96.00 per ton.

b. At the start of each calendar year starting in 2028 (each, the "Anniversary Date"), the Processing Fee and Residue Charge will be increased by an amount equal to any increase in the applicable CPI as calculated below, provided, however, that the increase shall not exceed four and a half percent (4.5%). Such adjustment will be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. The increase to the CPI will be based on the percentage increase in the CPI for the twelve (12) month period ending one month prior to the Anniversary Date. "CPI" means the Consumer Price Index-All Urban Consumers (CPI-U), Water, Sewer, and Trash Collection (WST), (Not Seasonally Adjusted, 12-month rolling average) as published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984=100). In the event this CPI is no longer viable or no longer reflective of consumer prices in the applicable geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual agreement of the parties. Failure by a party to submit such CPI price adjustment shall not preclude the retroactive implementation of such adjustment as of the Anniversary Date.

In any year where the applicable CPI change is less than 0%, the Processing Fee and Residue Charge shall remain unchanged from the prior year. The index value used as a base to calculate the percentage increase for future CPI increases shall not be adjusted downward during such deflationary periods but shall remain at its previously established level. In any year following a CPI change less than 0%, the processing fee will not be increased until the CPI exceeds that which the last processing fee was based upon.

4. WMRA shall dispose of residue at the Customer's Waste-to-Energy facility. Notwithstanding the foregoing, WMRA may bale and dispose of up to thirty percent (30%) of Company-generated annual residue (current estimate is one thousand (1,000) tons per year) to WM landfills to improve production efficiency at the WMRA recycling facility. WMRA shall use commercially reasonable efforts to maximize residue deliveries to the Customer's Waste-to-Energy facility during the first quarter of each year, except when WMRA's recycling facility requires residue baling and disposal to manage production efficiency, including to prevent production shutdown, emergency situations, etc.

5. At WMRA's direction, Customer may transport and manage glass generated at the WMRA recycling facility, including both Customer and non-Customer glass, where such arrangement provides favorable economics to the parties. Customer will receive a per-ton credit on its monthly invoice at the agreed rate for each ton of non-Customer glass managed by Customer on behalf of WMRA.

6. Notwithstanding the foregoing, WMRA reserves the right to modify or discontinue this arrangement and manage all or any portion of the glass through an alternative outlet or processing method if WMRA determines, after consultation and discussion in good faith with Customer, that another glass management option provides comparable or more favorable economics to the parties. Such alternatives may include, without limitation, future glass cleaning or processing capabilities at the WMRA recycling facility or alternative beneficial use. WMRA will notify OCRRA before any such change and will work with OCRRA on implementation of new process.

7. Company will provide funding to Customer on an annual basis in the sum of $10,000 per year, for recycling education to increase recycling volume and reduce residue in Customer's service. Company will pre-pay Customer, in lump sum, at the start of each calendar year for the coming year's subsequent educational efforts on a topic of mutual agreement. Any increases to the annual education funding amount must be approved by letter agreement, upon mutual agreement of both parties.

8. General Provisions
   (a) Except as amended as expressly provided above, the Agreement is hereby ratified and reaffirmed and is in full force and effect in accordance with its original terms, conditions and provisions. For the avoidance of doubt, until the Effective Date, the Agreement existing prior to the Effective Date shall continue to control.
   (b) Should any conflict exist between the terms of the First Amendment and the Agreement, the First Amendment shall govern and control.
   (c) This First Amendment shall be effective January 1, 2027.
   (d) This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same First Amendment.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date provided above.

ONONDAGA COUNTY RESOURCE RECOVERY AGENCY	**WM RECYCLE AMERICA, L.L.C.**
By: _____	By: _____
Name: _____	Name:_____
Title: _____	Title:_____

EXHIBIT A
SINGLE STREAM SPECIFICATIONS

RECYCLABLE MATERIALS must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET plastic #1 bottles, cold beverage cups, etc.	Mail
HDPE plastic #2 bottles, cold beverage cups, jars, jugs, etc.	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic #5 cold beverage cups, tubs, etc.	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated) (ex. moving boxes, pizza boxes)
Glass food and beverage containers – any color	Magazines, glossy inserts and pamphlets
Paper cups - empty	

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates and cups	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue and paper plates
Any Recyclables less than 4” in size in any dimension	Propane tanks, fuel cannisters
Batteries	

DELIVERY SPECIFICATIONS:
Material delivered by or on behalf of Customer may not contain more than ten percent (10%) Non-Recyclables and may not contain any Excluded Materials. Company shall provide Customer photographs of loads containing more than 10% Non-Recyclables. Where feasible, Company shall hold materials for Customer to review.

Recyclable Materials specifically exclude, and Customer agrees to coordinate with Customer’s haulers not to deposit or permit the deposit for collection of any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, “Excluded Materials”).

Resolution No._____, 2026

RESOLUTION TO ENTER INTO CONTRACT FOR PURCHASE OF PREPAID FLUORESCENT BULB SHIPPING BOXES AND RECYCLING SERVICES FOR FY2027

WHEREAS, the Onondaga County Resource Recovery Agency conducts a program for the collection of fluorescent bulbs in conjunction with local hardware stores; and

WHEREAS, in 2025 the Agency put out a request for quotes pursuant to the Agency's Procurement Policy for the purchase of prepaid shipping boxes and the services to recycle household fluorescent bulbs for the fiscal year 2026; and

WHEREAS, EverLights, Inc. of Chicago, IL was the lowest quote, and selected vendor, for this service at a cost of $112 per box, along with an agreement to three one-year extensions with an increase of 3% per year; and

WHEREAS, pursuant to the agreement in 2027 EverLights, Inc. of Chicago, IL would then provide services at $115.36 per box; now, therefore be it

RESOLVED, that the Onondaga County Resource Recovery Agency hereby authorizes its Acting Executive Director to enter into an agreement for household fluorescent bulb recycling services for 2027 with EverLights, Inc. of Chicago, IL at a cost of $115.36 per box, with a total not to exceed cost of $25,000 through December 31, 2027. This Resolution shall take effect immediately.

DRAFT

Resolution Adopted Date: _____

Vote: Ayes:_____ **Nays:** _____ **Abstain:** _____

Signed: _____

RESOLUTION BRIEF

Residential Fluorescent Bulb Collection Program: Prepaid Shipping Boxes and Recycling Services

November 18, 2026

OCRRA has offered residential fluorescent bulb recycling in partnership with local hardware stores since 2007.

Currently, nine participating stores accept 2-foot, 4-foot, U-shaped, circular and CFL bulbs. This allows residents to safely recycle mercury-containing bulbs rather than dispose of them in the trash.

OCRRA supplies hardware stores with bulb recycling boxes that include prepaid shipping. When a box is full, it is collected by FedEx and shipped to the recycler with ease. Hardware stores request new boxes as needed from OCRRA and the cycle begins again. OCRRA staff provide training to stores to help them pack boxes efficiently.



Some examples of the types of fluorescent bulbs that are collected from households through OCRRA's partnership with area hardware stores, making drop off convenient for Onondaga County residents.

Over the past five years, participating hardware stores have used 150 to 225 boxes annually.

Following a request for quotes sent to 19 vendors, with 4 respondents, EverLights, Inc., a certified MWBE, was selected based on lowest pricing for 2026 services. Their quote provided for three one-year extensions with a 3% annual increase.

OCRRA recommends exercising the first extension for 2027, increasing the cost from $112.00 to $115.36 per box.

RECOMMENDATION:

Approve the first one-year extension with EverLights, Inc. to provide prepaid boxes for the residential fluorescent bulb collection program, with a per box cost of $115.36 and a not to exceed expenditure of $25,000, from January 1, 2027 through December 31, 2027.

Resolution No. _____, 2026

RESOLUTION AUTHORIZING CONTRACT FOR SINGLE-USE BATTERY RECYCLING SERVICES

WHEREAS, the Onondaga County Resource Recovery Agency collects and manages household batteries dropped off at receptacles located at area retail stores and community locations; and

WHEREAS, the Onondaga County Resource Recovery Agency put out a request for quotes (RFQ) pursuant to the Agency's Procurement Policy for recycling of single-use household batteries, including single-use alkaline, lithium metal, and button/coin batteries; and

WHEREAS, NLR, Inc. of East Windsor, CT was the lowest quote for single-use battery recycling, based on the Agency's forecasted chemistry composition at a cost of $0.45 per pound for alkaline batteries and $2.91 per pound for lithium metal, button and coin batteries; now, therefore be it

RESOLVED, that the Onondaga County Resource Recovery Agency hereby authorizes its Acting Executive Director to enter a one-year agreement for household, single-use battery recycling services from NLR, Inc. for $0.45 per pound for alkaline batteries and $2.91 per pound for lithium metal and button and coin batteries, for an estimated annual total of $35,000. This Resolution shall take effect immediately.

Resolution Adopted Date: _____

Vote: Ayes _____ **Nays** _____ **Abstentions** _____

Signed: _____

DRAFT



RESOLUTION BRIEF

Single-Use Battery Recycling Services

November 18, 2026



OCRRA has battery drop off kiosks at area grocery stores, including Wegmans, and community centers to make battery recycling convenient for residents.

OCRRA solicits quotes for battery recycling services for the batteries collected at these locations. The 2026 quote request was sent to 16 vendors; 4 vendors submitted bids.

The vendor offering the lowest costs based on the battery chemistries that OCRRA typically receives is NLR, Inc. They are our current vendor, and they have provided excellent and timely customer service over the course of our contract.

NLR has also agreed to three, one-year contract renewals at their proposed 2027 prices, should OCRRA want to continue the 2027 agreement for future years at the same price.

Based on historical data and the scaling back of alkaline battery collection in 2027, OCRRA anticipates recycling 30,000 pounds of alkaline batteries and 6,000 pounds of lithium single-use batteries including cylindrical, button, and coin styles.

Vendor Per Pound Quotes by Battery Chemistry

	Alkaline / lb.	Lithium Single Use / lb.	Button/Coin / lb.
E360	$ 0.43	$ 2.98	$ 5.40
Ewaste+	$ 0.44	$ 8.25	$ 7.15
NLR	$ 0.45	$ 2.91	$ 2.91
Vesco	$ 0.52	$ 2.65	$ 5.14

Projected 2027 Costs

	Alkaline (84%)	Li Single Use (11%)	Button/Coin (5%)	Total (100%)
E360	$12,900	$11,324	$11,340	$35,564
Ewaste+	$13,200	$31,350	$15,015	$60,405
NLR	$13,500	$11,058	$6,111	$30,669
Vesco	$15,600	$10,070	$10,794	$36,464

RECOMMENDATION:

Select NLR, Inc as the provider for battery recycling services with a not-to-exceed figure of $35,000 from January 1, 2027, through December 31, 2027.

Resolution No. _____, 2026

RESOLUTION AUTHORIZING ACTUNG EXECUTIVE DIRECTOR TO CONTRACT FOR ADDITIONAL HOUSEHOLD HAZARDOUS WASTE SERVICES

WHEREAS, the Onondaga County Resource Recovery Agency authorized the Executive Director by approval of Resolution 2458, of September 11, 2024 to enter into an agreement with Miller Environmental Group for household hazardous waste services for waste materials from Onondaga County residents; and

WHEREAS, the original $200,000 authorized in Resolution 2458 is nearly all expended and the Agency's NYSDEC operating permit for the Waste-to-Energy Facility requires these materials to be kept out of the waste stream and managed separately; and

WHEREAS, the Recycling/Operations Committee has reviewed this request and agrees to authorize additional funds for the continuation of household hazardous waste services and engage with Miller Environmental Group for an additional $50,000; now, therefore be it

RESOLVED, that the Onondaga County Resource Recovery Agency hereby authorizes the Acting Executive Director to enter into an agreement with Miller Environmental Group, Syracuse, New York for the management of household hazardous waste at a cost not to exceed an additional $50,000, for a total not to exceed amount of $250,000 for the year 2026. This Resolution shall take effect immediately.

Resolution Adopted Date:_____

Vote: Ayes:_____**Nays:**_____ **Abstentions:** _____

Signature : _____

DRAFT

RESOLUTION BRIEF

Household Hazardous Waste Services

November 18, 2026

Household hazardous waste (HHW), such as pesticides, automotive fluids, and other hazardous household products, cannot be disposed of in the trash or down the drain. OCRRA's NYSDEC permit for the Waste- to-Energy Facility requires these materials to be kept out of the waste stream and managed separately.



OCRRA has provided HHW collection services for more than 30 years. After operating periodic collection events for many years, OCRRA transitioned to a year-round drop-off program in 2013. The current program operates three days per week and one Saturday each month.

CURRENT PROGRAM:

Miller Environmental Group (MEG) provides these services under a contract that expires on December 31, 2026. The current cost is **$107.78 per vehicle**, and the program averages approximately **1,760 appointments annually**.

Program participation in 2026 has exceeded projections. Based on current usage trends, the Board-approved HHW not-to-exceed of **$200,000** is expected to be exhausted by late October.

FUTURE PROGRAM:

OCRRA issued a Request for Quotes (RFQ) in July 2026 for continued year-round HHW services. No qualified proposals were received. MEG did not submit a proposal. Operating a year-round HHW facility requires a NYSDEC permit, and there are currently no other permitted facilities in Onondaga County capable of providing these services.

As a result, OCRRA anticipates returning to an event-based HHW collection model in 2027 while continuing to pursue the long-term vision of a permanent HHW facility at Ley Creek North.

A new RFQ for HHW collection events is being developed, and a proposed 2027 service plan will be presented to the Committee once pricing and program details are available. The 2027 budget includes **$250,000** for HHW management.

It is anticipated that public notification of the transition from year-round service to collection events may further increase participation during the remainder of 2026 as residents seek to dispose of accumulated HHW before the program changes.

Recommendation

Increase the 2026 HHW management budget authorization from **$200,000 to $250,000** to accommodate higher-than-anticipated participation and expected increased demand through the end of the year. All eligible HHW management costs are reimbursable by the **NYSDEC at 50%**.

ADMINISTRATION COMMITTEE MEETING MINUTES
October 27, 2026

Time: 4:00 p.m. / Location: 100 Elwood Davis Rd., N. Syracuse NY 13212
Admin Members: *B. Page (Chair), J. Driscoll, M. Jennings, E. Bough Martin, D. Kranz, A. Rodriguez, G. Popps*

Attending: B. Page, A. Rodriguez, E. Bough Martin
Absent: D. Kranz, M. Jennings, G. Popps, J. Driscoll
Also Attending: J. Gascon, R, Czerwiak, M. Cirino, D. Haas, M. Ballard Fortin, M. Mokrzycki, C. Albunio
Guests:

The meeting was called to order at 4:00 PM.

Roll was called; quorum is present.

M. Mokrzycki presented a resolution to enter into an agreement with National Grid for sale of electricity. The purpose of this discussion is to obtain consensus to move the resolution to the full Board for consideration in November.

- In 1993 the Agency entered into a power purchase agreement (PPA) with Niagara Mohawk (DBA National Grid).
- That agreement expired on December 31, 2025 and was renewed for one year. The renewal will expire December 31, 2026.
- The Agency wishes to continue to sell electricity to National Grid.
- The new term would be from January 1, 2027 to December 31, 2027.
- Management recommends authorizing its Interim Acting Executive Director to renew the Interim Energy Sales Agreement No. 2017, updated with the revised Article 3.1 dated October 1, 2026 with Niagara Mohawk Power Corp (DBA National Grid), which shall govern the electric energy sales from the waste-to-energy plant from January 1, 2027 to December 31, 2027.

E. Bough Martin motioned and A. Rodriguez second to move the resolution to the full Board.

There was no further discussion.

Roll was called.

3 ayes, 0 nays, 0 abstain.

The resolution will be presented to the full Board in November.

M. Mokrzycki presented a resolution authorizing change to the Agency's Civil Service roster. The purpose of this discussion is to obtain consensus to move the resolution to the full Board for consideration in November.

- The Agency just wishes to reorganize its Civil Service roster.
- A Motor Equipment Operator (MEO I) requires a CDLA but does not require two years of professional driving experience.
- The Agency previously had two MEO I's on its roster as these positions allow the Agency to expand its hiring pool and take on a limited number of newer drivers.
- The Agency wishes to re-establish the previously abolished position of MEO I, at a contracted grade of 7, abolish one position of Laborer II with a contracted grade of 2 and reallocate budgeted funding from a MEO II for this new position.

There was a brief discussion regarding the requirements of hiring and how this will streamline obtaining new drivers and rate of pay.

E. Bough Martin motioned and A. Rodriguez seconded to move the resolution to the full Board.

Roll was called.

3 ayes, 0 nays, 0 abstain.

The resolution will be presented to the full Board in November.

M. Ballard-Fortin presented a resolution amending the Agency's employee handbook. The purpose of this discussion is to obtain consensus to move the resolution to the full Board for consideration in November.

- The Agency has had a handbook since 1991.
- The handbook is updated from time to time, the last being in 2025.
- The Agency now wishes to amend the handbook section dealing with personal time for non-represented employees.
- The changes would be – after successful completion of the 6-month probationary period, a non-represented employee earns one day of Personal leave and after one full year of continuous employment, and yearly on the anniversary of their hire date, they will earn three days of personal leave. Personal leave may not accumulate.
- The changes would be effective January 1, 2027.

A. Rodriguez motioned and E. Bough Martin seconded to move the resolution to the full Board.

Roll was called .

3 ayes, 0 nays, 0 abstain.

The resolution will be presented to the full Board in November.

M. Mokrzycki presented the small contracts report.

There was a brief discussion regarding the repair of the grapple bucket.

B. Page asked if any members had received any notice of other members regarding Officer positions for 2027. He mentioned that we will have a list of nominees at the November meeting and will bring to the Board in December for an official vote.

At 4:11 A. Rodriguez motioned and E. Bough Martin seconded to adjourn the meeting.
A collective 'aye; was recorded.
Meeting minutes taken by R. Czerwiak

Resolution No._____, 2026

RESOLUTION AUTHORIZING ACTING EXECUTIVE DIRECTOR TO ENTER INTO INTERIM ENERGY SALES AGREEMENT WITH NIAGARA MOHAWK POWER CORPORATION FOR SALE OF ELECTRIC ENERGY

WHEREAS, by Resolution #453 of 1993, the Onondaga County Resource Recovery Agency (OCRRA) previously entered into a power purchase agreement with Niagara Mohawk Power Corporation (DBA National Grid) which expired on December 31, 2025; and

WHEREAS, by Resolution #2529 of 2025, OCRRA continued to sell the electric output of the waste-to-energy facility to Niagara Mohawk through a one-year Interim Energy Sales Agreement which expires December 31, 2026; and

WHEREAS, OCRRA wishes to continue to sell the electric output of the waste-to-energy facility to Niagara Mohawk, which requires the execution of a new Energy Sales Agreement; and

WHEREAS, the parties have negotiated a one-year Interim Energy Sales Agreement, with substantially the same terms and conditions as the expiring Energy Sales Agreement for a new term of January 1, 2027 to December 31, 2027; and

WHEREAS, the Administration Committee has reviewed the terms and conditions of the proposed Interim Energy Sales Agreement and has recommended that the Acting Executive Director be authorized to execute such agreement on behalf of the Agency along with such other documents that may be required by regulation to secure the necessary interconnection; now, therefore be it

RESOLVED, that the Onondaga County Resource Recovery Agency hereby authorizes its Acting Executive Director to renew the attached Interim Energy Sales Agreement No. 2017, updated with the revised Article 3.1 dated October 1, 2026 with Niagara Mohawk Power Corporation (DBA National Grid), which shall govern the electric energy sales from the waste-to-energy plant for the period January 1, 2027 through December 31, 2027, and to execute such other documents as required by regulation to secure the interconnection to the Niagara Mohawk Power Corporation System. This Resolution shall take effect immediately.

Resolution Adopted Date: _____

Vote: Ayes:_____**Nays:** _____**Abstain:** _____

Signed: _____

DRAFT

nationalgrid

Via Electronic mail

November 5, 2026

Mike Mokrzycki
Deputy Executive Director
Onondaga County Resource Recovery Agency
100 Elwood Davis Road
North Syracuse, NY 13212
Phone: 315-453-2866 ext 1211
E-Mail: mmokrzycki@ocrra.org

Re: Interim Energy Sales Agreement No. 2017 ("Interim ESA No. 2017"), between Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid") and Onondaga County Resource Recovery Agency ("Producer") dated November 6, 2025 and amended on December 16, 2025 (together "Interim ESA No. 2017")regarding power generated at the waste-to-energy generating facility, located at 5801 Rock Cut Road, Hamlet of Jamesville, Town of Onondaga, County of Onondaga, State of New York, having a total installed nameplate capacity of 39.22 MW (the "Production Facility") – Amendment No. 2

Dear Mr. Mokrzycki:

Article 3.1 of Interim ESA No. 2017 defines the term of Interim ESA No. 2017 as commencing at 12.00 am on the Effective Date and terminating on December 31, 2026.

The Parties to Interim ESA No. 2017 desire to extend the term of Interim ESA No. 2017 whereby Producer will continue to sell and deliver, and National Grid will continue to receive and purchase all of the Excess Electric Output produced at the Production Facility.

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to extend the term of Interim ESA No. 2017 according to the following terms and conditions:

1. All capitalized terms have the meaning set forth herein, and if not defined herein, shall have the meaning set forth in Interim ESA No. 2017.

2. Article 3.1 of Interim ESA No. 2017 is deleted in its entirety and replaced with the following:

> 3.1 The term of this Interim ESA shall commence at 12:00 AM on the Effective Date and shall terminate on the earlier to occur of: i) 11:59 pm on December 31, 2027; or ii) thirty (30) calendar days following receipt by National Grid of Producer's written notice of its intent to terminate this Interim ESA; or (iii) the effective date of the New Agreements. Written Notice of intent to terminate must be received under any and all circumstances in which Producer intends to sell energy under a different contract arrangement with National Grid or another outside entity.

3. All of the other provisions of Interim ESA No. 2017 remain in full force and effect.

4. This Amendment No. 2 along with the Interim ESA No. 2017 shall be read and construed together as a single document, and all references in Interim ESA No. 2017 or any related agreement or amendment to Interim ESA No. 2017 shall hereafter refer to Interim ESA No. 2017 inclusive of Amendment No. 2.

5. This Amendment No. 2 shall be effective as of December 30, 2026.

NIAGARA MOHAWK POWER CORPORATION

By: _____ R.D
Name: Christopher Meyer

Title: Authorized Signatory for Niagara Mohawk Power Corporation

Date: _____

ACCEPTED AND AGREED:
ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

By: _____
Name: Michael Mokrzycki
Title: Acting Executive Director

Date: _____

APPROVED AS
TO LEGAL FORM
Initials JJM Date 11/5/26

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NIAGARA MOHAWK POWER CORPORATION
INTERIM ENERGY SALES AGREEMENT NO. 2017

This Interim Energy Sales Agreement No. 2017 ("Interim ESA") dated November 6, 2025 by and between Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid"), a New York corporation having a place of business at 175 East Old Country Road, Hicksville, NY 11801 and Onondaga County Resource Recovery Agency ("Producer"), a public benefit corporation having a place of business at 100 Elwood Davis Road, North Syracuse, New York 13212, shall be effective as of January 1, 2026 ("Effective Date"). National Grid and Producer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, National Grid is, among other things, a regulated utility engaged in the business of transmitting and distributing electric power to customers in its service territory in New York State;

WHEREAS, Producer owns and contracts the operation of a waste-to-energy plant located at 5801 Rock Cut Road, Hamlet of Jamesville, Town of Onondaga, County of Onondaga, State of New York, having a total installed nameplate capacity of 39.22MW (the "Production Facility");

WHEREAS, pursuant to an Agreement dated January 6, 1984 (as amended from time to time, the Agreement and such amendments collectively, the "Original Power Purchase Agreement) Producer sold and delivered, and National Grid purchased and accepted, all of the Excess Electric Output (as defined below) produced by the Production Facility that was not used by Producer;

WHEREAS, the Original Power Purchase Agreement defines the termination date to be December 31, 2025;

WHEREAS, the Parties desire to negotiate the terms of both a new Power Purchase Agreement ("PPA") and Interconnection Agreement ("IA") (collectively, the "New Agreements") whereby Producer will continue to sell and deliver, and National Grid will continue to purchase and accept, all of the Excess Electric Output, excluding Green Attributes, generated at the Production Facility; and

WHEREAS, in order to allow the Parties sufficient time to negotiate the terms of the New Agreements, the Parties hereby agree to execute this Interim ESA.

NOW THEREFORE, in consideration of the mutual representations, covenants and agreements set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

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ARTICLE 1.
DEFINITIONS

The following definitions and any terms defined in this Interim ESA shall apply to this Interim ESA:

1.1 "Alternative 3 Value Stack Capacity Rate" shall have the meaning set forth in Article 5.4 (ii) of this Interim ESA

1.2 "Ancillary Services" means those energy services required by the NYISO to support the transmission of Electricity (as defined below) from generators to loads, while maintaining reliable operation of the power system in the New York Control Area and shall include scheduling, system control and dispatch service, reactive supply and voltage support service, regulation and frequency response service, energy imbalance service, operating reserve service (including spinning reserve, 10-minute non-synchronized reserves and 30-minute reserves), black start capability, and any other services designated as "Ancillary Services" in the NYISO (as defined below) Services Tariff.

1.3 "Business Day" means a day on which Federal Reserve member banks in New York City are open for business.

1.4 "Business Hours" means between 8:00 a.m. and 5:00 p.m. Eastern Standard (or Daylight, when in effect) time on a Business Day.

1.5 "Capability Period" means the period commencing November 1 and ending April 30 (each, a "Winter Capability Period") or the period commencing May 1 and ending October 31 (each, a "Summer Capability Period").

1.6 "Credit Meter" means the meter installed by National Grid (QIP # 679041, NYGATS ID GEN36524 existing meter # 24666143) to measure the Excess Electric Output of the Production Facility.

1.7 "Delivery Point" shall be on the Producer's side of the Producer's 115kV circuit breaker.

1.8 "Distribution System" shall mean National Grid's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among geographic areas.

1.9 "Electricity" means electric capacity as measured in MW or kW, energy as measured in MWh or kWh, Green Attributes (as defined below), and Ancillary Services.

1.10 "Excess Electric Output" means all of the Electricity produced by the Production Facility in excess of the Electricity provided by the Production Facility to Producer.

1.11 "FERC" means the Federal Energy Regulatory Commission.

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1.12 "Force Majeure Event" means any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrections, or rebellion; floods, hurricanes, earthquakes, lighting, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage.

1.13 "Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region in which the Production Facility is located. Good Utility Practice shall include, but not be limited to, NERC (as defined below) criteria, rules, guidelines and standards, NPCC (as defined below) criteria, rules, guidelines and standards, NYSRC (as defined below) criteria, rules, guidelines and standards, and NYISO (as defined below) criteria, rules, guidelines and standards, where applicable, as they may be amended from time to time including the rules, guidelines and criteria of any successor organization to the foregoing entities. When applied to Producer, the term "Good Utility Practice" shall also include standards applicable to a utility generator connecting to the distribution or transmission facilities or system of another utility.

1.14 "Green Attributes" means renewable energy credits, renewable energy conversion credits, renewable portfolio credits or attributes, as such terms and similar terms are commonly used by the NYISO (as defined below), FERC, and the PSC (as defined below), and in the proceedings of such entities and as may be revised from time to time.

1.15 "Interconnection Agreement" as used herein shall mean the standard form contract found in the *New York State Standardized Interconnection Requirements and Application Process for New Distributed Generators and/or Energy Storage Systems 5 MW or Less Connected in Parallel with Utility Distribution Systems*, also sometimes referred to as Form K within National Grid, for eligible technologies up to 5 MW in capacity. For facilities not eligible to use the standard form contract, Interconnection Agreement as used herein shall mean a custom agreement prepared by National Grid. Whether a standard form contract or a custom agreement, the Interconnection Agreement must be executed by both Producer and National Grid by the effective date of the PPA.

1.16 "Interest Rate" means the rate provided in S.C. No. 6 of the Tariff (as defined below).

1.17 "NERC" means the North American Electric Reliability Corporation or any successor organization.

1.18 "NPCC" means the Northeast Power Coordinating Council, Inc. or any successor organization.

Docusign Envelope ID: 00CA8BA3-3217-4DB3-B39E-1CB174999953

1.19 "NYCA" shall have the meaning set forth in Article 5.4 (ii) of this Interim ESA.

1.20 "NYGATS" means the New York Generation Attribute Tracking System administered by NYSERDA whereby NYSERDA obtains generation, delivery and consumption information from independent system operators, generators, public utility companies, and retail load serving entities.

1.21 "NYISO" means the New York Independent System Operator, Inc., an organization formed in accordance with FERC orders to administer the operation of and, provide equal and open access to, the transmission system of New York State, and to maintain system reliability.

1.22 "NYSERDA" means the New York State Energy Research and Development Authority.

1.23 "NYSRC" means the New York State Reliability Council, L.L.C. or any successor organization.

1.24 "PSC" means the New York State Public Service Commission.

1.25 "PURPA" means the Public Utility Regulatory Policies Act of 1978, as amended, and the regulations of the PSC and FERC promulgated thereunder.

1.26 "QF" means a qualifying facility as defined under PURPA and the regulations implementing PURPA.

1.27 "Tariff" means Niagara Mohawk Power Corporation d/b/a National Grid P.S.C. No. 220 – ELECTRICITY, Schedule for Electric Service, as it exists at the time of execution of this Interim ESA and as it may be amended from time to time thereafter.

1.28 "UCAP" means unforced capacity, as such term is defined in the NYISO Services Tariff or NYISO Open Access Transmission Tariff ("OATT") and as such definition may be modified, amended and superseded from time to time. The UCAP of the Production Facility shall be the quantity that National Grid certifies and is able to claim credit for with the NYISO.

1.29 "Unforced Capacity Requirement" shall have the meaning set forth in the Tariff.

ARTICLE 2.
DELIVERY AND ACCEPTANCE OF ELECTRICITY

2.1 During the term of this Interim ESA and except as expressly provided herein, Producer agrees to sell and deliver, and National Grid agrees to purchase and accept all of the Excess Electric Output of the Production Facility, subject to the terms and conditions of this Interim ESA. Producer shall have no obligation to provide any minimum quantities of Electricity, nor shall it have an obligation to schedule such Electricity, provided however that nothing in this Interim ESA shall be construed as affecting in any way Producer's obligation to provide National Grid with prior notice of any scheduled outages of the Production Facility for maintenance

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and/or making any necessary inspection or repairs. Producer may disconnect the Production Facility upon eighteen (18) hours advance notice to National Grid if the planned shutdown will last eight (8) hours or more. For non-emergency forced outages lasting eight (8) hours or more, Producer shall notify National Grid within 24 hours of the commencement of the shutdown. The quantity of Electricity delivered shall be determined by utilizing data obtained by National Grid from channel 3 of the Credit Meter.

2.2 Producer shall deliver Electricity from the Production Facility to National Grid at the Delivery Point at approximately 115 kV Volts, 60 Hertz, three phase. The Production Facility and electrical interconnection at all times shall meet or exceed the requirements of National Grid's Electric Service Bulletin No. 756 ("ESB 756"), dated January 2023, Version 8.0, as it may be amended from time to time.

ARTICLE 3.
TERM AND TERMINATION

3.1 The term of this Interim ESA shall commence at 12:00 am on the Effective Date and shall terminate on the earlier to occur of: i) 11:59 pm on December 31, 2026; or ii) thirty (30) calendar days following receipt by National Grid of Producer's written notice of its intent to terminate this Interim ESA; or (iii) the effective date of the New Agreements. Written Notice of intent to terminate must be received under any and all circumstances in which Producer intends to sell energy under a different contract arrangement with National Grid or another outside entity.

ARTICLE 4.
LIMITATIONS ON THE OBLIGATION TO PURCHASE

4.1 National Grid's obligation to accept and pay for Electricity produced at the Production Facility shall be suspended for any period(s) of time during which, for reason of repair, service, system emergency, safety, or any other reasons set forth in Sections 4.1, 4.2, 4.3, 4.4 and 4.5 of this Article that National Grid's electric system is unable to accept such Electricity. If necessary, and solely for the reasons set forth above or as authorized elsewhere in this Interim ESA or, if applicable, by the provisions of the Tariff, National Grid may order that the Production Facility be disconnected from National Grid's electric system. National Grid agrees to minimize the frequency and duration of such disconnections, consistent with Good Utility Practice.

4.2 National Grid may disconnect the Production Facility, without prior notice to Producer (a) to eliminate conditions that constitute a potential hazard to National Grid personnel or the general public; (b) if pre-emergency or emergency conditions exist on the National Grid system, (c) if a hazardous condition relating to the Production Facility is observed by a National Grid inspection; or (d) if Producer has tampered with any protective device. National Grid shall notify Producer of the emergency if circumstances permit. Producer shall notify National Grid promptly when it becomes aware of an emergency condition that affects the Production Facility that may reasonably be expected to affect National Grid's electric system.

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4.3 National Grid may disconnect the Production Facility, after notice to the responsible party has been provided and a reasonable time to correct, consistent with the conditions, has elapsed, if (a) Producer has failed to make available records of verification tests and maintenance of the Production Facility's protective devices; (b) the Production Facility interferes with National Grid equipment or equipment belonging to other customers of National Grid; or (c) the Production Facility adversely affects the quality of service of adjoining customers.

4.4 National Grid may disconnect the Production Facility after notice to Producer when necessary for routine maintenance, construction, and repairs on National Grid's electric system. Producer may request to reconnect its service prior to the completion of National Grid's work. National Grid will accommodate such requests, provided that Producer shall be responsible for the costs of National Grid's review and any system modifications required to reconnect the Production Facility ahead of schedule.

4.5 Producer shall have the right to shut down, curtail, reduce or interrupt the operation of the Production Facility or to temporarily disconnect the Production Facility from National Grid's Distribution System whenever and for such periods of time as may be necessary, in the sole discretion of Producer, for any repair, maintenance, energy conservation, emergency or safety reasons. Producer agrees to reimburse National Grid for all costs incurred for any disconnection or reconnection of the Production Facility arising under this Section 4.5.

4.6 Producer agrees, to the extent reasonably practicable, to coordinate the maintenance activities of the Production Facility with National Grid.

4.7 During any period of disconnection, the Parties shall use their best efforts to restore the connection as promptly as is reasonably possible consistent with Good Utility Practice.

ARTICLE 5.
PAYMENT

5.1 The Credit Meter will be read monthly in conjunction with National Grid's normal meter reading schedule. National Grid will calculate the amount due Producer on a monthly basis.

5.2 Subject to Section 5.1, National Grid shall pay Producer by electronic Automated Clearing House ("ACH") payment on or before the twenty-fifth (25^{th}) day of each month for Electricity delivered to National Grid by Producer during the preceding calendar month. Payment shall include a statement that details the metered amount of Electricity delivered during the preceding billing period and the applicable rates paid. Payment to Producer for Electricity shall be made by National Grid in accordance with the payment instructions provided by Producer to National Grid simultaneous with the execution of this agreement. Producer may change such payment instructions by providing prior written notice of the change to National Grid pursuant to Article 18.

5.3 Overdue payment shall accrue interest at the Interest Rate from, and including, the due date to, but excluding the date of payment.

5.4 Subject to Article 3, during the term of this Interim ESA, National Grid shall purchase Electricity from Producer pursuant to Service Classification No. 6 (exclusive of any statutorily

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required minimum payment) of the Tariff which provides for the purchase of Electricity from customers with qualifying on-site generating facilities, as the same may be from time to time changed, amended or supplemented, or any successor tariff thereto duly approved by the PSC, as follows:

i. Energy - National Grid shall pay Producer for energy delivered from the Production Facility a rate equal to the real-time locational based market price for energy published by the NYISO for Producer's Point Identification ("PTID") 61754.

ii. Capacity –National Grid shall pay Producer monthly for UCAP provided by the Production Facility up to a maximum of 5 MW at a rate equal to the product of the Production Facility's net kW injection during the hour of the New York Control Area ("NYCA") peak in the previous year, and the effective Alternative 3 Value Stack Capacity Rate. The "Alternative 3 Value Stack Capacity Rate" means the forecasted LBMCP ($/kW-mo) rate times the sum of one plus the Unforced Capacity Requirement of the NYISO.

iii. Ancillary Services - The Parties acknowledge and agree that no additional consideration is to be paid by National Grid for the rights to ancillary services of the Production Facility. Producer shall have no responsibility for the registration, scheduling or bidding of Ancillary Services and, as between the Parties, and to the extent applicable, such responsibilities shall be National Grid's. National Grid shall collect and retain any payments for ancillary services received from the NYISO.

iv. Green Attributes - The Parties acknowledge and agree that for the term of this Interim ESA, right, title, and interest in any Green Attributes related to or associated with the energy produced by the Production Facility shall be vested in Producer. If Producer desires to have National Grid report the meter data to the NYGATS on Producer's behalf, the Parties will need to execute a Data Release Agreement authorizing National Grid to do so.

5.5 Upon providing five (5) days advance written notification, each Party will have the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charges or computation made pursuant to this Interim ESA. Upon the written request of a Party, the other Party shall provide meter data and other statements evidencing the quantities of Electricity delivered at the Delivery Point. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such data or statement and the payments thereof will be made on the next month's payment date and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; *provided, however,* that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of one (1) year from the rendition thereof.

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ARTICLE 6.
METERING

6.1 Electricity delivered to the Delivery Point by Producer hereunder shall be measured by electric watt hour meters of a type approved by the PSC. Such meter readings shall be adjusted to account for losses (if any) between the generator and the Delivery Point. These metering facilities shall be installed, owned, and maintained by National Grid and shall be sealed by National Grid, with the seal broken only upon occasions when the meters are to be inspected, tested or adjusted and representatives of both National Grid and Producer are present. The metering and installation costs shall be borne by Producer. National Grid shall maintain the meters in accordance with the rules set forth in 16 NYCRR Part 92, as amended from time to time, and with Good Utility Practice. Maintenance costs shall be borne by Producer.

6.2 Each Party shall have the right to inspect and test the meters, upon not less than ten (10) days' notice. If said meters are found to be defective, National Grid shall adjust, repair or replace the same at the expense of Producer. Any test or inspection requested by a Party shall be at the expense of that Party.

6.3 Producer grants to the employees and agents of National Grid the right of access to Producer's premises at all reasonable times for such purposes of the reading of meters; inspection of meters, their wiring and related equipment; and installing, operating, maintaining, disconnecting and removing of any or all of the property belonging to National Grid. If Producer refuses such access to the meters or other National Grid equipment, or if access is obstructed or hazardous, National Grid shall provide notice that Producer shall have five (5) days in which to permit access or remove any obstruction or hazard. If, after five (5) days from the receipt of the notice, Producer does not permit access or remove any obstruction or hazard, it will constitute an event of breach, and National Grid may take any action in accordance with this Interim ESA or the Tariff, including disconnecting the Production Facility from the Distribution System in accordance with Good Utility Practice, after providing reasonable notice.

6.4 Producer may elect to install its own metering equipment in addition to National Grid metering equipment. Such metering equipment shall meet the requirements of 16 NYCRR Part 92, as may be amended from time to time. Should any metering equipment installed by National Grid fail to register during the term of this Interim ESA, the Parties shall use Producer's metering equipment, if installed. On any day or days on which neither Party's metering equipment is in service, the quantity of energy delivered shall be determined in such manner as the Parties agree. National Grid's meter(s) shall be read on a schedule compatible with National Grid's normal meter reading schedule.

6.5 In the event Producer desires access to meter information, Producer, at its own expense, shall be responsible for purchasing and installing software, hardware and/or other technology that may be required to access such meter information. The software, hardware and/or other technology installed for this purpose shall be in compliance with any applicable PSC and National Grid rules, requirements, or standards.

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ARTICLE 7.
DEFAULTS AND REMEDIES

7.1 An "Event of Default" shall mean, with respect to a Party, the occurrence of any of the following:

(i) The failure to make, when due, any payment required pursuant to this Interim ESA if such failure is not remedied within five (5) Business Days after written notice of such failure is given by the non-defaulting Party and provided the payment is not the subject of a good faith dispute as described in Article 10.

(ii) Any representation or warranty made by a Party herein which, when made or when deemed to be repeated, proves to be false or misleading in any material respect.

(iii) The failure of a Party to perform any covenant set forth in this Interim ESA (other than the events that are otherwise specifically covered in this Article 7 as a separate Event of Default and except due to causes excused by a Force Majeure Event) and, unless otherwise provided, such failure is not cured within seven (7) Business Days after receipt of written notice thereof, specifying the nature of the failure, provided that if such failure requires work to be performed, acts to be done, or conditions to be removed which cannot, by their nature, reasonably be performed, done or removed within such seven (7) Business Day period, no Event of Default shall be deemed to exist as long as the Party shall have commenced curing the same within the seven (7) Business Day period and shall diligently and continuously prosecute the same to completion.

(iv) A Party is subject to a bankruptcy proceeding ("Bankruptcy Proceeding") wherein a Party either (a) files a petition or otherwise commences a proceeding under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or proceeding commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise is adjudicated bankrupt, or (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets.

7.2 Remedies Upon Default. The Parties shall have the following remedies available to them with respect to the occurrence of an Event of Default with respect to the other Party hereunder:

(i) Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to (i) continue performance under this Interim ESA and exercise such rights and remedies as it may have at law, in equity or under this Interim ESA, so long as such rights and remedies are not duplicative of any other rights and remedies in respect hereof, nor otherwise enable the non-defaulting Party to obtain performance or payments in excess of the performance and payments to which it is otherwise entitled pursuant to this Interim ESA and (ii) at its option, give such defaulting Party a written notice in accordance with this Interim ESA (a "Termination Notice") terminating this Interim ESA. Such termination shall be immediately effective.

(ii) Notwithstanding any other provision of this Interim ESA to the contrary, the cure of any default within the period provided therefore in this Article shall not release such

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defaulting Party from its obligation to indemnify, save harmless and defend the non-defaulting Party from any claims, demands, suits, losses, liabilities, damages, obligations, payments, costs and expenses (including the costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements and compromises relating thereto and reasonable attorneys' fees and reasonable disbursements in connection therewith) relating to, arising out of or resulting from such default or any failure to observe or perform any covenant or obligation under this Interim ESA.

7.3 Force Majeure. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Interim ESA:

i. Upon the occurrence of a Force Majeure Event, such Party shall promptly notify the other Party in writing and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party shall specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance.

ii. The affected Party shall be entitled to suspend or modify its performance obligations under this Interim ESA, other than the obligation to make payments then due or becoming due under this Interim ESA, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts.

iii. The affected Party shall use reasonable efforts to resume its performance as soon as possible.

7.4 Neither Party shall set off amounts from any other transaction outside the terms of this Interim ESA.

ARTICLE 8.
TITLE TRANSFER, INDEMNIFICATION & LIABILITY

8.1 Title to and risk of loss related to Electricity shall transfer from Producer to National Grid at the Delivery Point. Producer warrants that it will deliver to National Grid Electricity at the Delivery Point free and clear of all liens, claims and encumbrances.

8.2 To the fullest extent permitted by law, each Party ("Indemnifying Party") shall indemnify, defend, and save harmless the other Party, its officers, directors, agents and employees, (collectively the "Indemnified Parties") from and against any and all loss, damage, liability, cost, suit, charge, expense, or cause of action, whether unconditionally certain or otherwise, as they exist on the Effective Date of this Interim ESA or arise at any time thereafter, (including reasonable attorneys' fees and disbursements) arising out of any damage or injury to the Indemnified Parties' equipment, property of facilities, or the equipment, property, or facilities of third parties (including real property, personal property and environmental damages), persons, (including injuries resulting in death), caused by or arising out of or in any way connected with the Indemnifying Party's performance or non-performance of its obligations under this Interim

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ESA; provided however, each Party shall be liable for all claims of the Party's own employees arising out of any provision of the Workers' Compensation Law.

8.3 In the event that the claims, damages, losses, judgments, or settlements are the result of the negligence of both Parties, each Party shall be liable to the extent or degree of their respective negligence, as determined by mutual agreement of both Parties, or in the absence thereof, as determined by adjudication of comparative negligence by the courts referenced in Article 10.

8.4 Each Party hereto shall furnish the other Party with prompt written notification after such Party becomes aware of any event or circumstances, or the threat thereof, which might give rise to such indemnification. The Indemnifying Party shall take prompt action to defend and indemnify the other Party against claims, actual or threatened, but in no event later than notice by the Indemnified Parties to the Indemnifying Party of the service of a notice, summons, complaint, petition or other service of a process against the Indemnified Party alleging damage, injury, liability, or expenses attributed in any way to this Interim ESA, the work, or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of the Indemnifying Party, its agents, employees, contractors or suppliers.

8.5 The Indemnifying Party shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim. However, the Indemnified Parties may, at their own expense, retain separate counsel and participate in the defense of any such suit or action. Furthermore, the Indemnifying Party understands and agrees it is responsible for any and all costs and expenses incurred by the Indemnified Parties to enforce this indemnification provision.

8.6 The duty to indemnify under this Article 8 will continue in full force and effect notwithstanding the expiration or termination of this Interim ESA, with respect to any loss, liability, damage or other expense based on events, which occurred prior to such termination.

ARTICLE 9.
LIMITATION OF LIABILITY

With the exception of third party bodily injury and/or property damage, neither National Grid nor Producer, nor their directors, trustees, agents, officers or employees will be liable to the other Party, its directors, trustees, agents, officers or employees, for incidental, punitive, exemplary, special, indirect or consequential damages of any nature connected with or resulting from such Party's performance of this Interim ESA.

ARTICLE 10.
CHOICE OF LAW AND DISPUTE RESOLUTION

10.1 This Interim ESA and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of New York, without regard to principles of conflicts of law. Any lawsuits arising under this Interim ESA shall be instituted in the Federal or State courts of New York and each Party hereby irrevocably

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submits to the *in personam* jurisdiction of such courts. Each Party herein waives its respective right to a jury trial with respect to any litigation arising under or in connection with this Interim ESA.

10.2 Any dispute or need of interpretation arising out of this Interim ESA pertaining to the calculation of a payment required pursuant to Article 5 may, by mutual agreement, be submitted to and settled by an independent nationally recognized public accounting firm mutually selected by the Parties, whose determination shall be final and binding on the Parties hereto and whose fees and expenses shall be borne by the Party found to be at substantial fault by such independent public accounting firm. If the independent public accounting firm finds that there is no substantial fault on the part of either Party, each Party shall be responsible for its own fees and expenses.

ARTICLE 11.
REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 Each Party represents and warrants to the other Party that:

(i) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Interim ESA and any other documentation relating to this Interim ESA;

(iii) the execution, delivery and performance of this Interim ESA and any other documentation relating to this Interim ESA are within its powers, will have by the Effective Date been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(iv) this Interim ESA and each other document executed and delivered in accordance with this Interim ESA constitutes its legally valid and binding obligation enforceable against it in accordance with its terms;

(v) there are no Bankruptcy Proceedings pending or being contemplated by it or, to its knowledge, threatened against it;

(vi) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Interim ESA or any other document relating to this Interim ESA to which it is a party;

(vii) no Event of Default or event which, absent a cure, with the giving of notice or lapse of time, or both, would constitute an Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Interim ESA or any other document relating to this Interim ESA; and

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(viii) it is acting for its own account, has made its own independent decision to enter into this Interim ESA and as to whether such Interim ESA is appropriate or proper for it based on its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understands and accepts, the terms, conditions and risks of the Interim ESA. It is the express intention and understanding of the Parties that all of the representations and warranties hereunder shall survive any termination of this Interim ESA.

11.2 Producer represents and warrants to National Grid that:

(i) No additional generating capacity will be installed at the Production Facility without reasonable prior notice to National Grid. Producer shall coordinate in advance any such installations with National Grid and shall provide National Grid all reasonable assurance, including rights of inspection of the Production Facility, that electricity generated by such additional capacity will not be delivered for sale to National Grid under this Interim ESA, unless an amendment to this Interim ESA permitting such sales has been executed by the Parties; and

(ii) at all times during the term of this Interim ESA all Electricity that Producer delivers and National Grid purchases under the terms of this Interim ESA shall be produced solely and exclusively by the Production Facility.

ARTICLE 12.
RELATION TO THE TARIFF

Charges for electric service (as defined in the Tariff) furnished by National Grid to Producer will be governed by the provisions of the Tariff and not by this Interim ESA. The Electricity delivered by Producer to National Grid under this Interim ESA will be metered separately from the Electricity delivered by National Grid to Producer.

ARTICLE 13.
MAINTENANCE OF FACILITIES

13.1 During the term of this Interim ESA, Producer agrees to employ Good Utility Practice to maintain, repair, refurbish and preserve the Production Facility in good working order, capable of producing Electricity as designed.

13.2 The duly authorized agent or agents of National Grid shall, at all reasonable hours and upon notice to Producer, have access to the Production Facility for the purposes of inspecting the Production Facility and the records of Electricity generated and delivered to the Distribution System of National Grid and to inspect the interconnection between the Production Facility and National Grid's Distribution System. At any time that National Grid personnel are on the site or in the Production Facility, such personnel shall observe all safety rules and regulations adopted by Producer. Each Party shall be liable for all claims of its employees arising out of any provision of the Worker's Compensation Law.

Docusign Envelope ID: 00CA8BA3-3217-4DB3-B39E-1CB174999953

ARTICLE 14.
MAINTENANCE OF STATUS AS QUALIFYING FACILITY

14.1 Producer represents and warrants that the Production Facility is a QF and meets all the requirements for such status as that term and those requirements are defined, used, and established in PURPA and the regulations of the PSC and FERC promulgated there under (hereinafter "QF Status"). Producer agrees that it shall provide to National Grid a copy of any and all filings and correspondence with the PSC and FERC which relate to the Production Facility's QF Status within ten (10) Business Days of such filing or correspondence, in the manner specified for notices in this Interim ESA if requested by National Grid.

14.2 If at any time Producer does not maintain its QF Status, Producer shall notify National Grid within ten (10) Business Days of such event. If at any time Producer does not maintain QF status under PURPA (whether or not Producer has provided notice to National Grid thereof) National Grid's purchase obligations under this Interim ESA shall immediately and automatically terminate, without the need for National Grid to provide Producer with any notice of such termination and National Grid shall thereafter have no obligation to account or pay for Electricity received from Producer until such time as: (i) an agreement concerning the interconnection of the Production Facility to National Grid's Distribution System has been accepted for filing by FERC, provided however that if both Producer and National Grid execute and accept the pro forma small generator interconnection agreement in the NYISO OATT with no changes, this requirement shall be regarded as completed upon filing of that executed interconnection agreement; and (ii) Producer shall have been accepted as a customer under the NYISO's OATT and Market Administration and Control Area Services Tariff.

14.3 If the legal or regulatory obligation under PURPA for utilities to purchase the output of QFs is rescinded or otherwise amended or removed, National Grid, in its sole discretion, shall have the right, but not the obligation, to terminate this Interim ESA upon thirty (30) days written notice of such termination to Producer, provided however that in the event that such changes require that any interconnection agreement with the Production Facility be filed with FERC rather than the PSC, National Grid's purchase obligations under this Interim ESA shall immediately and automatically terminate, without the need for National Grid to provide Producer of any notice of such termination and National Grid shall thereafter have no obligation to account or pay for Electricity received from Producer until such time as: (i) an agreement concerning the interconnection of the Production Facility to National Grid's Distribution System has been filed with FERC by National Grid pursuant to the Interconnection Agreement; and (ii) Producer and National Grid reach a separate agreement for the sale of electricity or Producer has been accepted as a customer under the NYISO's OATT and Market Administration and Control Area Services Tariff. Nothing contained herein shall be read as a waiver of any rights that Producer may have under applicable provisions of state or federal law or regulation to sell electricity to National Grid, and each Party reserves its rights with respect to any such request for the sale of electricity and interpretation of then-current law or regulation.

14.4 In the event that this Interim ESA is terminated and Producer wishes to qualify or perform as an Exempt Wholesale Generator under Section 32 of the Public Utility Holding Company Act of 1935 ("PUHCA") and FERC's regulations promulgated hereunder, as the same

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may be amended, modified or restated from time to time, National Grid shall not take any action to oppose, impede or subvert Producer's efforts to obtain appropriate regulatory exemptions and approvals that Producer deems necessary or desirable, including, without limitation, market-based rate approval or approval of this Interim ESA as part of a rate schedule pursuant to the Federal Power Act and a certificate of public convenience and necessity, if required, pursuant to the New York Public Service Law ("NYPSL").

14.5 After the expiration or termination of this Interim ESA, nothing contained herein shall be construed to constitute a waiver by Producer of any rights it may have under PURPA, NYPSL or applicable law, including rights with respect to back-up services, interconnection, reactive power or other similar rights, whether or not a contract is required or desirable.

ARTICLE 15.
PERMITS AND APPROVALS

Producer has obtained all environmental and other permits lawfully required to operate the Production Facility during the term of this Interim ESA, and Producer shall notify National Grid upon National Grid's request, in writing, that it has obtained all such required permits. Producer shall, upon request, provide National Grid all reasonable assurances and evidence in addition to Producer's notification as herein above described that such required permits have been obtained and remain in force.

ARTICLE 16.
ASSIGNMENT

This Interim ESA and all of its terms and conditions shall bind and inure to the benefit of the heirs, executors, administrators, successors, grantees and assigns of Producer and National Grid, provided, however, neither Party shall assign this Interim ESA or its rights hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld; *further provided, however,* either Party may, without the consent of the other Party (and without relieving itself from liability hereunder incurred prior to and including the date of any such assignment); (i) transfer, sell, pledge, encumber or assign this Interim ESA or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Interim ESA to an affiliate of such Party, when in the sole reasonable judgment of the non-assigning Party, the affiliate's creditworthiness is not materially different than that of such Party, or (iii) transfer or assign this Interim ESA to any person or entity succeeding to all or substantially all of the assets of such Party; *further provided, however* Producer will not object to National Grid assigning the Interim ESA to a third party who, in the sole reasonable judgment of Producer is credit-worthy and National Grid will not object to Producer assigning the Interim ESA to a third party who, in the sole reasonable judgment of National Grid is creditworthy, and who owns the Production Facility, *further provided, however,* that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof.

Docusign Envelope ID: 00CA8BA3-3217-4DB3-B39E-1CB174999953

ARTICLE 17.
NON-WAIVER

No waiver or modification of any rights or provisions of this Interim ESA shall be effective unless made in writing and executed by both Parties. No express waiver or modification in any specific instance as provided herein shall be construed as a waiver or modification of future instances, unless specifically so provided in writing. The failure of either Party to insist on any one or more occasions on strict performance of any of the provisions of this Interim ESA, or to exercise any right herein, shall not be construed as a waiver or relinquishment for the future of the strict performance of any such provision or the exercise of any such right.

ARTICLE 18.
NOTICES

All notices, requests or statements shall be made as specified below. Notices required to be in writing shall be delivered by letter, facsimile, electronic mail, or other documentary form. Notice by electronic mail shall be deemed to have been received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement). Notice by facsimile or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered (unless transmitted or hand delivered after close in which case it shall be deemed received at the close of the next Business Day). Notice by overnight mail or courier shall be deemed to have been received one Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

To National Grid:

Christopher Meyer
Director – Wholesale Electric Supply
National Grid
175 East Old Country Road
Hicksville, New York 11801
Phone: 516-490-9096
E-Mail: Christopher.Meyer@nationalgrid.com

and

Jason Eno
Manager – NY Electric Supply
National Grid
300 Erie Boulevard West
Syracuse, New York 13202
Phone: 315-428-5692
E-Mail: Jason.Eno@nationalgrid.com

To Producer:

Docusign Envelope ID: 00CA8BA3-3217-4DB3-B39E-1CB174999953

Mike Mokrzycki
Deputy Executive Director
Onondaga County Resource Recovery Agency
100 Elwood Davis Road
North Syracuse, NY 13212
Phone: 315-453-2866 ext 1211
E-Mail: mmokrzycki@ocrra.org

and

James Gascon
Agency Counsel
Costello, Cooney, Fearon & Fetterman
211 West Fayette Street
Syracuse, NY 13202
Phone: 315-952-5115
E-Mail: jgascon@ccf-law.com

ARTICLE 19.
OTHER DOCUMENTS

Pursuant to the New York State Clean Energy Standard requirements to report generation into the NYGATS, Producer and National Grid agree to work together to register, and/or maintain registration for the Production Facility in NYGATS and report generation data for the Production Facility to NYGATS.

Each Party hereto agrees to execute and deliver such documents and certificates and take such other actions as the other Party may reasonably request from time to time in order to carry out more effectively the intent and purpose of this Interim ESA. Each Party shall bear its own costs to execute and deliver such documents and certificates.

ARTICLE 20.
MISCELLANEOUS PROVISIONS

20.1 This Interim ESA is intended solely for the benefits of the Parties herein. Nothing in this Interim ESA shall be construed to create any duty to, or standard of care with reference to, or any liability to, any other person.

20.2 This Interim ESA constitutes the entire Interim ESA between the Parties and supersedes all prior agreements or understandings, whether verbal or written.

20.3 This Interim ESA shall not be amended unless the amendment is in a signed writing and signed by National Grid and Producer.

20.4 The term “including” when used in this Interim ESA shall be by way of example only and shall not be considered in any way to be limiting.

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20.5 The headings used herein are for convenience and reference purposes only and shall not constitute a part of this Interim ESA for any other purpose.

20.6 In the event that any of the provisions of this Interim ESA, or any portions or applications thereof, shall be determined to be unenforceable, invalid, or otherwise contrary to law, by any court of competent jurisdiction, Producer and National Grid shall negotiate in good faith to attempt to agree upon an equitable adjustment in the provisions of this Interim ESA with a view toward effecting the purpose of this Interim ESA. In the event that the Parties are unable to agree upon such an adjustment, such unenforceability or invalidity shall in no manner operate to render any other provision of this Interim ESA unenforceable, void or contrary to law, and this Interim ESA shall continue in force in accordance with the remaining terms and provisions hereof, unless such condition invalidates the purpose or intent of this Interim ESA.

20.7 This Interim ESA may be executed in more than one counterpart, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument effective as of the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Interim ESA to be executed as of the date first above written.

NIAGARA MOHAWK POWER CORPORATION

Signed by:

By: _____ RD

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Name: Christopher Meyer

Title: Authorized Signatory for Niagara Mohawk Power Corporation d/b/a National Grid

ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

By _____

Name: Kevin Spillane

Title: Executive Director

APPROVED AS
TO LEGAL FORM
Initials: Date 11/6/25

Resolution No. _____, 2026

RESOLUTION AUTHORIZING CHANGE TO THE AGENCY'S CIVIL SERVICE ROSTER

WHEREAS, the Onondaga County Resource Recovery Agency presently operates transfer stations, compost sites and transports ash from the Waste-to-Energy Facility to a private landfill; and

WHEREAS, as part of those operations the Agency has titles to support its solid waste facilities; and

WHEREAS, the Agency is seeking to reorganize its Civil Service roster in a manner consistent with the needs of the Agency; and

WHEREAS, a Motor Equipment Operator I (MEO I) requires a CDLA, but does not require two years of professional driving experience; and

WHEREAS, the Agency previously had two MEO I's on its roster as these positions allow the Agency to expand its hiring pool and take on a limited number of newer drivers; and

WHEREAS, the Agency wishes to re-establish the previously abolished position of "Motor Equipment Operator I", at a contracted grade of 7, abolish one position of "Laborer II" with a contracted grade of 2 and reallocate budgetary funding from a Motor Equipment Operator II for this new position; now, therefore be it

RESOLVED, that the Onondaga County Resource Recovery Agency does hereby authorize the addition of one (1) MEO I and the elimination of one (1) Laborer II from its County Civil Service Roster. The Acting Executive Director is authorized to fill this position by utilizing budgetary funding from an existing and unfilled MEO II position, which will not increase the personnel budget, at their discretion. This Resolution shall take effect immediately.

Resolution Adopted Date: _____

Vote: Ayes: _____ **Nays:** _____ **Abstentions:** _____

Signed: _____

DRAFT

Resolution No.____, 2026

RESOLUTION AMENDING AGENCY'S EMPLOYEE HANDBOOK

WHEREAS, the Onondaga County Resource Recovery Agency did, by Resolution No. 156 of August 14, 1991, adopt an Agency Employee Handbook that governed, among other things, personnel policies and employee benefits; and

WHEREAS, such handbook has been updated from time to time, most recently by Resolution No. 2513 of 2025, and

WHEREAS, the Agency now wishes to update a certain section of the Employee Handbook dealing with personal time for non-represented employees and to amend the Agency Employee Handbook accordingly; and

WHEREAS, the Administration Committee has reviewed the attached revised provisions relating to the Agency's personal time policy for non-represented employees and recommends amendments to the Agency Employee Handbook as outlined in the attached proposed revisions; now, therefore be it

RESOLVED, that the Onondaga County Resource Recovery Agency does hereby adopt the proposed attached revisions to the Agency's Employee Handbook to modify those subjects therein. These revisions shall become effective on January 1, 2027 for all Agency employees, except as may be superseded by the Agency's labor agreement. This Resolution shall take effect immediately.

Resolution Adopted Date: _____

Vote: Ayes_____ **Nays**_____ **Abstentions** _____

Signed: _____

DRAFT

AGENCY POLICIES

I. PERSONNEL RULES

2. PERSONAL LEAVE

After the successful completion of the six month probationary period a non-represented ~~n~~ employee earns one day of Personal leave. After ~~, and after~~ one full year of continuous employment, and yearly thereafter on the anniversary of their hire date, non-represented employees on the permanent payroll earn three (3) days of personal leave to be used for ~~religious observance or~~ personal business. Personal leave may be granted only with the prior approval of the unit director upon the written request of the employee.

Personal leave may not accumulate. Any personal leave ~~credits~~ remaining unused at the end of the ~~calendar year or on the~~ employee's next anniversary date shall be canceled. However, a non-represented employee upon written request to the unit director and subject to the approval of the Executive Director, may convert unused personal leave into sick leave.

Part-time employees on the permanent payroll earn personal leave on a pro-rata basis.

An employee is not eligible to earn Personal leave ~~is not earned during any month~~ if they ~~where an employee is~~ have not worked a full work day for at least ~~absent without pay more than~~ 50% of the working days during their initial 6-month probationary period or any of the subsequent years of employment.

10/27/2026
Proposed language as follows

After the successful completion of the six month probationary period a non-represented employee earns one day of Personal leave. After one full year of continuous employment, and yearly thereafter on the anniversary of their hire date, non-represented employees on the permanent payroll earn three (3) days of personal leave to be used for personal business. Personal leave may be granted only with the prior approval of the unit director upon the written request of the employee.

Personal leave may not accumulate. Any personal leave remaining unused at the end of the employee's next anniversary date shall be canceled. However, a non-represented employee upon written request to the unit director and subject to the approval of the Executive Director, may convert unused personal leave into sick leave.

Part-time employees on the permanent payroll earn personal leave on a pro-rata basis.

An employee is not eligible to earn Personal leave if they have not worked a full day for at least 50% of the working days during their initial 6-month probationary period or any of the subsequent years of employment.

SCHEDULED MEETING CALENDAR

Onondaga County Resource Recovery Agency (OCRRA)
100 Elwood Davis Road, North Syracuse,NY 13212 4312
www.ocrra.org (315) 453 2866

2026/2027

DATE	COMMITTEE	DAY OF MONTH	MEETING TIME
November 24, 2026	**Ley Creek Planning Ad hoc Committee**	**Last Tuesday**	**3:30 PM**
November 24, 2026	**Administrtaion Committee**	**Last Tuesday**	**4:00 PM**
December 9, 2026	**Board**	**2nd Wednesday**	**4:00 PM**
December 16, 2026	Recycling and Operations	3rd Wednesday	4:00 PM
December 29, 2026	Administration Committee	Last Tuesday	4:00 PM
January 13, 2027	**Board**	**2nd Wednesday**	**4:00 PM**
January 20, 2027	Recycling and Operations Committee	3rd Wednesday	4:00 PM
January 26, 2027	Administration Committee	Last Tuesday	4:00 PM
February 10, 2027	**Board**	**2nd Wednesday**	**4:00 PM**
February 17, 2027	Recycling and Operations Committee	3rd Wednesday	4:00 PM
February 23, 2027	Administration Committee	Last Tuesday	4:00 PM
March 10, 2027	**Board**	**2nd Wednesday**	**4:00 PM**
March 17, 2027	Recycling and Operations Committee	3rd Wednesday	4:00 PM
March 30, 2027	Administration Committee	Last Tuesday	4:00 PM

PUBLIC NOTICE: PUBLIC AGENCIES PLEASE POST

cc: **OCRRA employees, Board of Directors,** Reworld **Energy, Public Notice/Agencies/Haulers**