
**INTERMUNICIPAL SOLID WASTE MANAGEMENT AND ASH RESIDUE DISPOSAL
AGREEMENT**

Between

THE COUNTY OF CORTLAND, NEW YORK

And

THE ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

Dated as of _____, 2015

TABLE OF CONTENTS

DEFINITIONS

Section 1.01 Definitions

GENERAL PURPOSE AND SCOPE OF AGREEMENT

Section 2.01 General Purpose of Agreement
Section 2.02 General Scope of Agreement

CONDITIONS PRECEDENT TO IMPLEMENTATION

Section 3.01 Conditions Precedent to Implementation

TERM OF AGREEMENT

Section 4.01 Term of Agreement

ADDITIONAL REPRESENTATIONS

Section 5.01 Additional Representations of OCRRA
Section 5.02 Additional Representations of CORTLAND

DELIVERY TO AND DISPOSAL OF ACCEPTABLE ASH RESIDUE AT THE CORTLAND COUNTY LANDFILL

Section 6.01 Overall Responsibilities
Section 6.02 Receiving Time
Section 6.03 Weighing of Ash Residue; Weigh Scale Records
Section 6.04 Rejection Rights
Section 6.05 Unauthorized Rejections
Section 6.06 Permits and Maintenance
Section 6.07 Site Road Maintenance; Vehicle Cycle Times

DELIVERY AND DISPOSAL OF SOLID WASTE FROM CORTLAND GENERATORS TO THE ONONDAGA WTE FACILITY

Section 7.01 Overall Responsibilities
Section 7.02 Transfer Station Operating Hours
Section 7.03 Weighing of Solid Waste; Weigh Scale Records
Section 7.04 Cortland County Special Police/Evidence Waste
Section 7.05 Cortland Recycling Program
Section 7.06 Household Hazardous Waste
Section 7.07 Food Waste/Yard Waste Composting Program

Section 7.08	Household Battery Removal Program
Section 7.09	Mercury Removal Program
Section 7.10	Cortland Commitment to Establishing and Developing Environmental Programs
Section 7.11	Rejection Rights
Section 7.12	Unauthorized Rejections
Section 7.13	Permits and Maintenance

TIPPING FEES AND COSTS

Section 8.01	Tipping Fees and Costs
--------------	------------------------

DISPUTE RESOLUTION; REMEDIES; EVENTS OF DEFAULT

Section 9.01	Dispute Resolution
Section 9.02	Events of Default

MISCELLANEOUS

Section 10.01	Insurance
Section 10.02	Interest on Payments
Section 10.03	Compliance with Laws
Section 10.04	Assignment
Section 10.05	Notices
Section 10.06	Relationship of the Parties
Section 10.07	Waiver
Section 10.08	Payment Disputes
Section 10.09	Severability
Section 10.10	Amendment
Section 10.11	Agreement Governed by State Law
Section 10.12	No Other Agreements
Section 10.13	Execution of Documents

SCHEDULES

Schedule 1	Mandatory Travel Route for OCRRA Transfer Vehicles
Schedule 2	Receiving Times
Schedule 3	Fee Schedule
Schedule 4	Required Insurance
Schedule 5	OCRRA Suggested Plan

**INTERMUNICIPAL SOLID WASTE MANAGEMENT AND ASH RESIDUE DISPOSAL
AGREEMENT BETWEEN CORTLAND COUNTY AND THE
ONONDAGA COUNTY RESOURCE RECOVERY AGENCY**

This AGREEMENT, made and entered into this ____ day of _____, 2015 by and between Cortland County, a municipal subdivision of the State of New York with offices at 60 Central Avenue, Cortland, New York (hereinafter “CORTLAND”) and the Onondaga County Resource Recovery Agency, a public benefit corporation in the State of New York with offices at 100 Elwood Davis Road, North Syracuse, New York (hereinafter “OCRRA”).

NOW THEREFORE in consideration of the promises herein and for other and valuable consideration, the Parties agree as follows:

DEFINITIONS

Section 1.01 Definitions. For purposes of this Agreement, the following words and phrases shall be given the respective interpretations and meanings set forth below.

- a. **“Acceptable Ash Residue”** means non-hazardous ash residue, as defined below, that may be disposed of at the Cortland County Landfill in full compliance with that Facility’s 6 NYCRR 360 Permit and all applicable NYS DEC regulations.
- b. **“Agreement”** means this Intermunicipal Solid Waste Management Agreement between CORTLAND and OCRRA.
- c. **“Applicable Laws and Regulations”** means any law, rule, regulation, requirement, permit, judgment or order of any federal, state or local government body, agency or court applicable to the design, permitting, construction, equipping, ownership, start-up, testing or operation of any Facility hereunder, including, but not limited to, the Cortland County Landfill, the Cortland Transfer Station, the Onondaga WTE Facility and ancillary and transportation operations related thereto.
- d. **“Ash” or “Ash Residue”** means all of the solid residue and any entrained liquids resulting from the combustion of solid waste at the Onondaga Waste to Energy Facility including combined bottom ash, fly ash and other boiler related residues all as defined in 6 NYCRR 360-1.2(b)(13).
- e. **“Ash Disposal Facility”** means a permitted landfill permitted for, among other things, the disposal of Ash Residue from a New York State municipal waste combustion facility having, as a minimum, a single composite liner with a leachate collection and removal system.

- f. **“Business Day”** means each Monday, Tuesday, Wednesday, Thursday, Friday, and those Saturdays which follow an OCRRA Legal Holiday where OCRRA transfer stations are operating.
- g. **“Construction and Demolition (C&D) Debris”** means uncontaminated solid waste resulting from the construction, remodeling, repair and demolition of utilities, structures and roads; and uncontaminated solid waste resulting from land clearing. Such waste includes, but is not limited to, bricks, concrete and other masonry materials, soil, rock, wood (including painted, treated and coated wood and wood products), land clearing debris, wall coverings, plaster, drywall, plumbing fixtures, non-asbestos insulation, roofing shingles and other roof coverings, asphaltic pavement, glass, plastics that are not sealed in a manner that conceals other wastes, empty buckets (ten gallons or less in size and having no more than one inch of residue remaining on the bottom), electrical wiring and components containing no hazardous liquids, and pipe and metals that are incidental to any of the above. Specifically excluded from the definition of C&D debris (even if resulting from the construction, remodeling, repair and demolition of utilities, structures and roads and land clearing) are such items as asbestos waste, garbage, corrugated container board, electrical fixtures containing hazardous liquids such as fluorescent light ballasts or transformers, fluorescent lights, carpeting, furniture, appliances, tires, drums, containers greater than ten gallons in size, any containers having more than one inch of residue remaining on the bottom and fuel tanks. Also, specifically excluded from the definition of C&D debris is solid waste (including what otherwise would be construction and demolition debris) resulting from any processing technique, other than that employed at a DEC approved C&D debris processing facility, that renders individual waste components unrecognizable, such as pulverizing or shredding.
- h. **“Contract Commencement Date”** means the date when all Parties have properly executed this contract after obtaining necessary authorizations.
- i. **“CORTLAND”** means the County of Cortland, New York.
- j. **“Cortland Acceptable Waste”** means waste generated in CORTLAND County that is either WTE Facility Acceptable Waste or OCRRA Ley Creek Acceptable Waste for loading onto OCRRA transport vehicles hereunder including all materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of discard or rejection, including without limitation municipal solid waste (“MSW”), garbage, trash, rubbish and refuse that is normally disposed of by, or collected from, residential, commercial, light industrial, governmental or institutional establishments and certain construction and demolition debris that is OCRRA Ley Creek Acceptable Waste hereunder.
- k. **“Cortland County Landfill”** means the Cortland County-owned and operated landfill located in Cortland County which is fully authorized to operate under all applicable federal, state, and local laws, and which is suitable for utilization by

CORTLAND to dispose of Acceptable Ash Residue from the Onondaga WTE Facility.

- l. “**Cortland County Landfill Permits**” means any permit, license or authorization issued by the DEC, the EPA and by any other Governmental Body entitling the Cortland County Landfill to accept Ash Residue at its Facility, to operate the Facility and governing the operation thereof.
- m. “**Cortland County Landfill Shutdown**” means a condition affecting the Cortland County Landfill that prevents CORTLAND from accepting all the Ash Residue that it is required to accept under this Agreement.
- n. “**Cortland Transfer Station**” means that transfer station to be built, owned and operated by CORTLAND that is to be designed, constructed and operated in accordance with 6 NYCRR 360-11.1 through 11.4 that will accept household and commercial waste from Cortland County generators, aggregate same and load it onto OCRRA Transfer Vehicles for transport and disposal at the Onondaga WTE Facility. The transfer station will also accept construction and demolition debris and any outsized solid waste from Cortland County generators that requires further processing and that is Acceptable Waste for transport to OCRRA’s Ley Creek Facility.
- o. “**Cortland Unacceptable Waste**” means any WTE Facility ash residue or other waste which during the term of this contract is classified as Hazardous Waste or waste which would violate CORTLAND landfill’s DEC Part 360 permit.
- p. “**Credit**” means tonnage that is counted in the ash for trash tonnage exchange hereunder.
- q. “**DEC**” means the New York State Department of Environmental Conservation.
- r. “**Disposal Fee/Tipping Fee**” means cost per ton for disposal of Onondaga WTE Facility Ash Residue at the CORTLAND County Landfill.
- s. “**Environmental Conditions**” means a condition that would close a Facility hereunder for more than three (3) days.
- t. “**Environmental Program Support Fee (EPSF)**” means a per ton disposal subsidy paid by OCRRA to CORTLAND to assist in funding CORTLAND’s Solid Waste Management Environmental Programs such as recycling, recycling education, HHW collections, battery collections, composting and similar solid waste management expenditures.
- u. “**Event of Default**” means the persistent and repeated failure by one of the Parties hereunder to substantially perform any material obligation under this Agreement.

- v. **“Governmental Body”** means any governmental department, commission, board, regulatory authority, bureau, legislative body, agency or instrumentality of any Federal, New York State, local or municipal governmental or court of law.
- w. **“Hazardous Waste”** means any material, substance or waste which, by reason of its quantity, composition or characteristic, is (1) toxic or hazardous as defined in the Solid Waste Disposal Act, as amended by the Resource Conservation & Recovery Act, 42 U.S.C. §§6901 *et seq.*, §6(e) of the Toxic Substances Control Act, 15 U.S.C. §2605(e) or the New York Environmental Conservation Law, §§27-0701-0703 (McKinney 1984), as any such provisions are replaced or amended, and regulations promulgated and finalized thereunder or (2) nuclear material. If the Federal government or New York State shall, subsequent to the Contract Date, determine that materials, substances or wastes which were not, as of the Contract Date, considered Hazardous Waste are, in fact, later deemed Hazardous Waste, then such substances shall be Hazardous Waste for purposes of this Agreement as of the effective date of any such determination.
- x. **“Household Hazardous Waste (HHW)”** means household waste which, but for its point of generation, would be a hazardous waste under 6 NYCRR 371, including pesticides as defined in Environmental Conservation Law Article 33.
- y. **“Legal Holiday”**
 - (1) **“OCRRA Legal Holiday”** means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
 - (2) **“CORTLAND Legal Holiday”** means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Day, President’s Day, Columbus Day and Veteran’s Day.
- z. **“MSW”** means municipal solid waste which is combined household, commercial, light industrial and institutional waste.
- aa. **“OCRRA”** means the Onondaga County Resource Recovery Agency.
- bb. **“OCRRA Ley Creek Acceptable Wastes”** means those wastes that would be WTE Facility Acceptable Wastes but that need processing at OCRRA’s Ley Creek Facility before they may go to the WTE Facility including oversized MSW items and construction and demolition debris. Excluded from OCRRA Ley Creek Acceptable Wastes are tires, asbestos, yard waste, rubble and inert construction and demolition debris including such items as concrete, bricks, concrete blocks, dirt, pavement, and asphalt, significant quantities of pressure treated wood and including those wastes that are not acceptable at any Agency Facility, namely (a) Hazardous Waste; (b) large items of machinery and equipment, such as motor vehicles and major components thereof (e.g., transmissions, rear ends, springs, fenders and automobile gasoline tanks), agricultural equipment, trailers and

marine vessels; (c) sewage, septic, cesspool or other human wastes, liquid waste, incinerator ash or residue, explosives, ordnance materials, cleaning fluids, used oil of any kind including (without limitation) lubricating, engine, crankcase, and cutting oils, sludges, highly flammable substances, hazardous chemicals, offal, animal wastes, human and animal remains, regulated medical waste (as defined in 6 NYCRR subpart 364.9), chemotherapeutic waste, foundry sand, auto batteries, paints, acids, caustics, poisons, drugs and other like materials, the receipt or processing of which is likely to cause damage to or adversely affect the operation of any Agency Facility, friable and non-friable asbestos items/materials; (d) other materials the receipt or processing of which constitutes a substantial endangerment to health or safety of employees or others; and (e) other materials the receipt and processing of which violates or causes the violation of any Applicable Law; provided, however, that the items specified in clause (c) shall not constitute Unacceptable Waste to the extent delivered in small quantities as part of the normal waste stream.

- cc. **“OCRRA Ley Creek Facility”** means that transfer station operated by OCRRA off Seventh North Street in the Town of Salina and adjoining Ley Creek.
- dd. **“OCRRA Transfer Vehicles”** means any vehicles owned, operated or contracted by OCRRA used to haul Ash Residue from the Onondaga WTE Facility to the Cortland County Landfill or backhaul Cortland solid waste including Construction and Demolition Debris from the Cortland County Transfer Station to the Onondaga WTE Facility or OCRRA Ley Creek Facility, as appropriate.
- ee. **“OCRRA Unacceptable Waste”** means materials that are unacceptable for transferring to OCRRA vehicles at the Cortland County Transfer Station, including any WTE Facility Unacceptable Waste as well as any tires, asbestos, yard waste, rubble and inert construction and demolition debris including such items as concrete, bricks, concrete blocks, dirt, pavement, and asphalt, significant quantities of pressure treated wood and including those wastes that are not acceptable at any Agency Facility, namely (a) Hazardous Waste; (b) large items of machinery and equipment, such as motor vehicles and major components thereof (e.g., transmissions, rear ends, springs, fenders and automobile gasoline tanks), agricultural equipment, trailers and marine vessels; (c) sewage, septic, cesspool or other human wastes, liquid waste, incinerator ash or residue, explosives, ordnance materials, cleaning fluids, used oil of any kind including (without limitation) lubricating, engine, crankcase, and cutting oils, sludges, highly flammable substances, hazardous chemicals, offal, animal wastes, human and animal remains, regulated medical waste (as defined in 6 NYCRR subpart 364.9), chemotherapeutic waste, foundry sand, auto batteries, paints, acids, caustics, poisons, drugs and other like materials, the receipt or processing of which is likely to cause damage to or adversely affect the operation of any Agency Facility, friable and non-friable asbestos items/materials; (d) other materials the receipt or processing of which constitutes a substantial endangerment to health or safety of employees or others; and (e) other materials

the receipt and processing of which violates or causes the violation of any Applicable Law; provided, however, that the items specified in clause (c) shall not constitute Unacceptable Waste to the extent delivered in small quantities as part of the normal waste stream.

- ff. **“Onondaga”** means the County of Onondaga, New York.
- gg. **“Onondaga WTE Facility”** means the mass burn solid waste disposal waste-to-energy facility located at 5801 Rock Cut Road in the Town of Onondaga, Onondaga County, New York.
- hh. **“Onondaga WTE Facility Permits”** means any permit, license or authorization issued by the DEC, the EPA and by any other Governmental Body entitling the Onondaga WTE Facility to accept solid waste for disposal at its Facility and to operate the Facility for incinerating such solid waste and generating electricity and governing the operation thereof.
- ii. **“Onondaga WTE Facility Shutdown”** means a condition affecting the Onondaga County Resource Recovery Facility that prevents it from accepting and processing solid waste and thereby prevents generating Ash Residue. Such a shutdown could increase the amount of solid waste to be disposed of elsewhere.
- jj. **“Party”** or **“Parties”** means the individual parties or collectively all parties to this Agreement.
- kk. **“Person”** means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or governmental or any agency or political subdivisions thereof.
- ll. **“Receiving Time”** means the period of operation of the Cortland County Landfill when it is open for receiving Onondaga WTE Facility Ash Residue as well as the receiving time at the Onondaga WTE Facility and OCRRA Ley Creek Facility for accepting Cortland Acceptable Waste as set forth in Schedule 2.
- mm. **“Recyclable Material”** means those materials designated as County Recyclables under Onondaga County Local Law No. 2 of 2012.
- nn. **“Schedule”** means any exhibit or schedule attached hereto and incorporated in this Agreement, unless otherwise expressly indicated by the terms of this Agreement.
- oo. **“Section”** means a section of this Agreement.
- pp. **“SEQR”** means New York State Environmental Quality Review.

- qq. **“Solid Waste”** shall mean all materials or substances discarded or rejected as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse, industrial and commercial waste, sludges from air or water pollution control facilities or water supply treatment facilities, rubbish, ashes, incinerator residue, construction and demolition debris, but not including sewage and other highly diluted water-carried materials or substances and those in gaseous form, source, special nuclear or by-product material within the meaning of the Atomic Energy Act of 1954 and waste which appears on the list of hazardous waste promulgated by the commissioner of environmental conservation pursuant to section 27-0903 of the Environmental Conservation Law.
- rr. **“State”** means the State of New York and all of its appropriate administrative, contracting and regulatory agencies and offices.
- ss. **“Ton”** means two thousand (2,000) pounds.
- tt. **“Trash”** means unwanted or undesired waste material.
- uu. **“WTE Facility Acceptable Waste”** means all materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of discard or rejection, including without limitation municipal solid waste (“MSW”), garbage, trash, rubbish and refuse that is normally disposed of by, or collected from, residential, commercial, light industrial, governmental or institutional establishments, except that Acceptable Waste shall not include WTE Facility Unacceptable Waste.
- vv. **“WTE Facility Unacceptable Waste”** means materials that are unacceptable at the Onondaga County WTE Facility consisting of: (1) Hazardous Waste; (2) demolition debris including pressure treated wood (except wood fuel and other burnable portions thereof which does not otherwise constitute Unacceptable Waste derived from the processing of Construction and Demolition Debris) and dirt, concrete and other nonburnable or inert construction and demolition debris including such items as concrete, bricks, concrete blocks, dirt, pavement, and asphalt; (3) refrigerators, washing machines and similar “white goods”; (4) large items of machinery and equipment, such as motor vehicles and major components thereof (e.g., transmissions, rear ends, springs and fenders), agricultural equipment, trailers and marine vessels, furniture or any other item of waste exceeding six feet in any one of its dimensions; (5) yard waste, sewage, septic, cesspool or other human wastes, liquid waste, incinerator residue, ashes, large concentration of plastics, asbestos and asbestos containing materials whether friable or not, explosives, ordnance materials, cleaning fluids, used oil of any kind including (without limitation) lubricating, engine, crankcase, and cutting oils, sludges, highly flammable substances, hazardous chemicals, tires, offal, animal wastes, human and animal remains, regulated medical waste (as defined in 6 NYCRR subpart 364.9), chemotherapeutic waste, foundry sand, batteries, paints,

acids, caustics, poisons, drugs and other like materials, the receipt or processing of which is likely to cause damage to or adversely affect the operation of the Facility; (6) other materials the receipt or processing of which constitutes a substantial endangerment to health or safety; and (7) other materials the receipt or processing of which violates or causes the violation of any Applicable Law; provided, however, that the items specified in clauses (2) and (5) above shall not constitute Unacceptable Waste to the extent delivered in small quantities as part of the normal waste stream which would not be likely to cause damage to or adversely affect the operation of the Onondaga WTE Facility and does not otherwise constitute Unacceptable Waste.

ww. **“Uncontrollable Circumstance”** means an act of God, hurricanes, tornados, epidemic, landslide, lightning, earthquake, flood, or explosion or similar occurrence.

xx. **“Year” (as used herein)** shall mean calendar year except in 2016 shall mean the commencement date through December 31, 2016.

GENERAL PURPOSE AND SCOPE OF AGREEMENT

Section 2.01 General Purpose of Agreement. The general purpose of this Agreement is for CORTLAND and OCRRA to share resources on solid waste management, reduce costs and minimize the environmental impact of their solid waste systems.

Section 2.02 General Scope of Agreement. Under this Agreement OCRRA would arrange for the disposal of CORTLAND Acceptable Waste at the Onondaga WTE Facility or at the OCRRA Ley Creek Facility for processing before the portion acceptable at the WTE Facility goes to the Onondaga WTE Facility for ultimate disposal and CORTLAND would modify its landfill to receive all of the Onondaga WTE Facility’s Acceptable Ash Residue for disposal.

CONDITIONS PRECEDENT TO IMPLEMENTATION

Section 3.01 Conditions Precedent to Implementation. The following are conditions precedent to the Parties moving forward with the implementation of this Agreement:

- a. The Onondaga County Legislature must provide an exemption to allow the Cortland out-of-County municipal solid waste to be accepted during the term of this Agreement at the Onondaga WTE Facility in accordance with Onondaga County Local Law No. 9 of 1992.
- b. Cortland County must approve acceptance and disposal of Onondaga WTE Facility Acceptable Ash Residue at the Cortland County Landfill as out-of-County waste.
- c. All Parties must issue or obtain necessary SEQR approvals as a precondition to proceeding with any actions required hereunder.

- d. Cortland County must obtain a DEC permit approval to accept Onondaga WTE Facility Acceptable Ash Residue at its landfill.
- e. Cortland County must design, permit and construct a transfer facility to accept Cortland Acceptable Waste and to also load that waste on OCRRA Transfer Vehicles for transport to the Onondaga WTE Facility or OCRRA Ley Creek Facility, as appropriate.
- f. Both Cortland County and Onondaga County need to modify their respective County Solid Waste Management Plans.

TERM OF AGREEMENT

Section 4.01 Term of Agreement. The term of this Agreement shall commence on the commencement date and shall continue in effect for ten (10) years from the first day that the CORTLAND transfer station becomes operational for the delivery of CORTLAND Acceptable Waste to either the Onondaga WTE Facility or the OCRRA Ley Creek Facility with two automatic five (5) year renewal options thereafter unless either Party cancels the automatic renewal on at least one (1) year advance written notice to the other Party hereto. The one (1) year shall commence upon the date said notice is mailed to the other Party. In the event the Cortland County Landfill is not permitted and fully operational on the date of execution of this Agreement, CORTLAND agrees to accept Onondaga WTE Facility Acceptable Ash Residue as solid waste or under a Beneficial Use Determination (“BUD”) at its existing landfill subject to the conditions of the NYS DEC Part 360 Permit and subject to CORTLAND’s ability to safely and conveniently accept such WTE Facility Acceptable Ash Residue within its current mode of operation and up to its permit maximum level and until the Cortland County Transfer Station is fully permitted and operational and the ash for trash exchange described herein commences. Until the Cortland County Transfer Station is fully operational, OCRRA will be charged a Disposal Fee of \$14.50 per Ton plus the Environmental Program Support Fee of \$2.50 per Ton as set forth in the attached rate schedule (Schedule 3) and OCRRA may, but will not be obligated to, transfer Cortland Acceptable Waste back to the Onondaga WTE Facility for processing.

ADDITIONAL REPRESENTATIONS

Section 5.01 Additional Representations of OCRRA. OCRRA represents to CORTLAND that:

- a. OCRRA is a duly organized public benefit corporation existing in good standing under the laws of the State of New York and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement; and

- b. OCRRA has the requisite power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof by OCRRA (1) has been duly authorized by OCRRA's Board of Directors and no other OCRRA approvals are required except those specified herein, (2) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of OCRRA under any agreement or instrument to which OCRRA is a Party or by which OCRRA or its assets may be bound, and (3) will not violate any judgment, order, law or regulation applicable to OCRRA or any provisions of OCRRA's enabling statutes or by-laws, and neither the execution or delivery by OCRRA of this Agreement or the performance by OCRRA of its obligations in connection with the transactions contemplated hereby, or the fulfillment by OCRRA of the terms or conditions hereof (i) conflicts with, violates or results in a breach of any law, rule or regulation applicable to OCRRA or the OCRRA WTE Facility or (ii) conflicts with, violates constitutes a default under, or results in a breach of any term or condition of any judgment or decree, to which OCRRA is a Party or by which OCRRA or any of its properties or assets are bound, or (iii) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of OCRRA, except as expressly contemplated by this Agreement; and
- c. this Agreement, when it has been duly executed and delivered by OCRRA, will constitute a legal, valid and binding obligation of OCRRA, fully enforceable in accordance with its terms; and no other approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required for the valid execution and delivery of this Agreement by OCRRA, except such as have been duly obtained or made; and
- d. the operator of the Onondaga WTE Facility has or will, in the future, secure all New York State and Federal Permits necessary to fully operate the OCRRA WTE Facility during the term of this Agreement, including any option extension, so as to meet all of its obligations hereunder. OCRRA also represents that the Onondaga WTE Facility operator will have and continue to maintain the necessary Federal Title V Air Permit so to ensure continued compliance with all applicable air quality laws and statutes; and
- e. it will take all necessary steps to ensure that it has a sufficient number and types of Transfer Vehicles and drivers necessary to transport Onondaga WTE Facility Acceptable Ash Residue to the Cortland County Landfill and to also transport all Cortland Acceptable Waste from the Cortland Transfer Station to the Onondaga WTE Facility or the OCRRA Ley Creek Facility, as appropriate. In the unlikely event that there is not available capacity (because vehicles are fully maxed out on space or weight) on the return trip, CORTLAND County would have to temporarily store the material so extra trips are not necessary or pay OCRRA to make additional, dedicated trips, or CORTLAND County would have to landfill the material. OCRRA will ensure that its truck drivers wear appropriate safety equipment while in the Ash Disposal Facility and while at the Cortland Transfer Station; and

- f. it is the understanding of the Parties hereto that neither the hauling of Cortland Acceptable Waste to the Onondaga WTE Facility or the OCRRA Ley Creek Facility nor the hauling of Onondaga WTE Facility Acceptable Ash Residue to the Cortland County Landfill will require a NYSDEC Part 364 Permit. OCRRA does not hold any 6 NYCRR Part 364 hauler permits. If any Part 364 Permits are required to haul any wastes or other materials hereunder, it will be the responsibility of the Party generating such wastes or materials requiring a Part 364 Permit to either secure such permits for its own vehicles or engage the services of a separate hauler who holds such a permit; and
- g. all OCRRA Transfer Vehicles operated hereunder shall have their payloads securely covered at all times except during loading and unloading operations; and
- h. all OCRRA Transfer Vehicles operated hereunder shall fully comply with U.S. Department of Transportation and New York State Department of Environmental Conservation and Department of Motor Vehicle laws and regulations; and
- i. the cost of operating all OCRRA Transfer Vehicles will be OCRRA's sole responsibility unless set forth differently hereunder, including all costs associated with hauling Cortland Acceptable Waste from the Cortland Transfer Station to the Onondaga WTE Facility or the OCRRA Ley Creek Facility, as appropriate; and
- j. OCRRA represents that it will not intentionally or knowingly transport any material to the CORTLAND County Landfill which meets the definition of CORTLAND Unacceptable Waste.

Section 5.02 Additional Representations of CORTLAND. CORTLAND represents to OCRRA that:

- a. CORTLAND is a County duly organized and existing in good standing under the laws of the State of New York and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement; and
- b. CORTLAND has the requisite power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof by CORTLAND (1) has been duly authorized, and (2) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of CORTLAND under any agreement or instrument to which CORTLAND is a Party or by which CORTLAND or its assets may be bound; (3) will not violate any judgment, order, law or regulation applicable to CORTLAND, and neither the execution or delivery by CORTLAND of this Agreement or the performance by CORTLAND of its obligations in connection with the transactions contemplated hereby, or the fulfillment by CORTLAND of the terms or conditions hereof (i) conflicts with, violates or results in a breach of any law, rule or regulation applicable to CORTLAND or the Cortland County Landfill or (ii) conflicts with, violates constitutes a default under, or results in a breach of any term or

condition of any judgment or decree, to which CORTLAND is a Party or by which CORTLAND or any of its properties or assets are bound, or (iii) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of CORTLAND, except as expressly contemplated by this Agreement; and

- c. this Agreement has been duly executed and delivered by CORTLAND and constitutes a legal, valid and binding obligation of CORTLAND, fully enforceable in accordance with its terms; and no other approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required, except as specified herein, for the valid execution and delivery of this Agreement by CORTLAND, except such as have been duly obtained or made; and
- d. on the Commencement Date of this Agreement, or as soon as possible thereafter but no later than the end of 2016, it will have permitted, available Onondaga WTE Facility Ash Residue disposal capacity at the Cortland Landfill to accept up to 90,000 Tons per year of Onondaga WTE Facility Acceptable Ash Residue delivered by OCRRA. CORTLAND will be responsible for all regulatory approvals and the costs related thereto to construct a transfer station or permit the Cortland Landfill as an Ash Disposal Facility, as well as any costs related to obtaining a Beneficial Use Determination (“BUD”) to accept Onondaga WTE Facility Acceptable Ash Residue on an interim basis until the Cortland County Transfer Station is fully permitted and operational. CORTLAND further represents that it will not accept deliveries from other third-party disposers at its landfill that could restrict that available capacity for Onondaga WTE Facility Acceptable Ash Residue; and
- e. the operators of the Cortland County Landfill have the skill, experience and necessary resources to handle Acceptable Ash Residue from the Onondaga WTE Facility. CORTLAND will issue OCRRA Transfer Vehicles Ash Disposal Facility access permits without charge; and
- f. it has or will, in the immediate future, secure all New York State and Federal Permits necessary to fully operate the Cortland Landfill as primarily an Ash Disposal Facility during the term of this Agreement, including any option extension, so as to meet all of its obligations hereunder; and
- g. the Cortland County Highway Superintendent will provide OCRRA with any necessary overweight (divisible load) permits required to allow OCRRA Transfer Vehicles to travel on Cortland County highways carrying loads of Acceptable Ash Residue or solid waste in excess of the existing road weight restrictions, provided those OCRRA vehicles meet all other legal requirements as well as any physical requirements of the contemplated travel route (e.g. weight or height); and
- h. it will design, permit and construct at its sole expense a solid waste transfer station with sufficient capacity and adequate staffing to accept, process and efficiently load all Cortland Acceptable Waste delivered to the Cortland transfer station onto OCRRA

Transfer Vehicles for transport to the Onondaga WTE Facility or the OCRRA Ley Creek Facility, as appropriate. Such transfer facility will be fully operational on the effective date of this Agreement or as soon thereafter as practicable but no later than the end of calendar year 2016; and

- i. CORTLAND will provide adequate staffing at the Cortland County Landfill to ensure that OCRRA Transfer Vehicles carrying Acceptable Ash Residue are efficiently weighed and promptly unloaded during that Facility's receiving hours. CORTLAND will maintain reasonable turn-around time of approximately thirty (30) to forty-five (45) minutes for OCRRA transport vehicles, which will have a staggered start time; and
- j. CORTLAND will provide adequate staffing including loader operators and weighmasters to ensure that OCRRA vehicles are efficiently loaded and weighed with Cortland Acceptable Waste during the Cortland Transfer Station's operating hours; and
- k. the cost of operating the Cortland County Landfill and Cortland Transfer Station will be CORTLAND's sole responsibility; and
- l. CORTLAND County-generated waste would be received and transferred to OCRRA vehicles at a new transfer station that is yet to be constructed; and
- m. if CORTLAND's transfer station and landfill permitting are not complete by the end of 2016, OCRRA may cancel this Agreement without recourse or penalty; and
- n. CORTLAND represents that it will not intentionally or knowingly load any CORTLAND waste material onto OCRRA transport vehicles that is OCRRA Unacceptable Waste.

DELIVERY TO AND DISPOSAL OF ACCEPTABLE ASH RESIDUE AT THE CORTLAND COUNTY LANDFILL

Section 6.01 Overall Responsibilities.

- a. During the term of this Agreement, and any option exercised hereunder, OCRRA shall be solely responsible for and shall deliver, or cause to be delivered all Onondaga WTE Facility Acceptable Ash Residue requiring disposal annually to the Cortland County Landfill during the time period when that Facility can legally accept same. OCRRA will provide the Onondaga WTE Facility semi-annual Ash Residue testing results to CORTLAND. It is estimated that the annual deliveries of such Onondaga WTE Facility Acceptable Ash Residue can be up to approximately 90,000 Tons per year. CORTLAND shall accept and dispose of all Onondaga WTE Facility Acceptable Ash Residue delivered by OCRRA to the Cortland County Landfill hereunder, in quantities of up to approximately 90,000 Tons per year, during the base term and any option extensions of this Agreement. CORTLAND, for its part, agrees to accept annually at

no cost to OCRRA, the annual amount of CORTLAND Acceptable Waste (including CORTLAND Construction & Demolition Debris) sent to the Onondaga WTE Facility. The Parties agree and understand that the inadvertent delivery of (1) Waste other than Onondaga WTE Facility Ash Residue or (2) Onondaga WTE Facility Ash Residue that tests hazardous shall not constitute a basis for termination of this Agreement by CORTLAND. OCRRA shall use reasonable efforts to preclude the delivery of such Wastes to the Cortland County Landfill. OCRRA shall use reasonable efforts to preclude the delivery of such Wastes to the CORTLAND Landfill, and shall notify CORTLAND immediately upon the finding or determination that any ash tests as hazardous. In such instance, OCRRA shall suspend delivery of the ash that has tested as hazardous, and arrange for the removal of any load or loads of such ash, that has tested hazardous, from the CORTLAND Landfill. In such instance, OCRRA shall be responsible for any costs associated with the removal and disposal of ash which does not meet the definition of "Acceptable Ash Residue" from the landfill.

- b. CORTLAND shall not load WTE Facility Unacceptable Waste or OCRRA Ley Creek Facility Unacceptable Waste into OCRRA vehicles and is solely responsible for the proper management of such waste. OCRRA agrees to accept Cortland C&D Debris as part of Cortland Acceptable Waste delivered hereunder provided CORTLAND uses its best reasonable efforts to remove inert materials and pressure treated wood. Given the limited segregation activities required of CORTLAND, CORTLAND agrees to send white goods and all scrap metal included with the C&D Debris to OCRRA for recycling. All CORTLAND Acceptable Waste which is accepted by OCRRA for transport will count toward the ash for trash exchange numbers herein, except any CORTLAND waste properly rejected by OCRRA.

Section 6.02 Receiving Time.

- a. CORTLAND shall, as set forth in Schedule 2, keep the Cortland County Landfill open for receiving Onondaga WTE Facility Acceptable Ash Residue on Monday through Friday during the scheduled Receiving Time, and those Saturdays following OCRRA Legal Holidays, and on any Saturdays, when requested by OCRRA and agreed to by CORTLAND to deal with a bona fide emergency. Subject to applicable State regulations and any Facility Permit issued thereunder, CORTLAND may also receive Onondaga WTE Facility Acceptable Ash Residue at the Cortland County Landfill at such additional times as CORTLAND and OCRRA may mutually agree. In particular, when a Legal Holiday, weather conditions or an emergency condition shall restrict OCRRA's ability to deliver Onondaga WTE Facility Acceptable Ash Residue, CORTLAND will, where permitted, extend hours of the Receiving Time to facilitate additional deliveries of Onondaga WTE Facility Acceptable Ash Residue by OCRRA. There shall be no additional charge to OCRRA for any such Receiving Time extension, provided such emergency condition is not the result of the negligence or intentional misconduct of OCRRA or Persons under contract to OCRRA. CORTLAND at its cost agrees, at the request of OCRRA, to keep the Cortland County Landfill open for operation to accept Onondaga WTE Facility Ash Residue hereunder

for as many hours as may be necessary, up to a full day, on any Saturday following an OCRRA Legal Holiday.

- b. All OCRRA vehicles entering the Cortland County Landfill and all OCRRA vehicles leaving the Cortland Transfer Station loaded with CORTLAND Acceptable Waste will be appropriately tarped in accordance with Section 27-0712 of the NYS Environmental Conservation Law.
- c. The start time for OCRRA Ash Residue trucks will be staggered so that the timing of entry of OCRRA Ash Residue containing vehicles into the Cortland County Landfill will be appropriately spaced thereby allowing for efficient loading and unloading at the working face.

Section 6.03 Weighing of Ash Residue; Weigh Scale Records.

- a. CORTLAND shall operate and maintain weigh scales located at the Cortland County Landfill, and maintain weigh scale records and use tare weights provided by OCRRA, for the purpose of determining the total Tons of Onondaga WTE Facility Ash Residue delivered to the Cortland County Landfill. CORTLAND must weigh all OCRRA Ash Residue vehicles delivering Onondaga WTE Facility Ash Residue to the Cortland County Landfill using OCRRA vehicle tare weights and prepare a weight record with regard to each such delivery. The weight record shall include gross weight, tare weight, date and time, and road vehicle identification. CORTLAND must confirm the weight information at the time the road vehicle is weighed. OCRRA shall have the right to have an employee present from time to time in the scale house during operating hours to observe scale house operations. At the request of OCRRA, CORTLAND will provide OCRRA with a copy of any weight records relating to Onondaga WTE Facility Ash Residue. Disputes with respect to the accuracy of weigh scale records shall be resolved pursuant to the dispute resolution provisions herein. CORTLAND will provide monthly statements to OCRRA detailing all such OCRRA Ash Residue delivery transactions.
- b. It is the expectation of the Parties to this Agreement that approximately twenty (20) OCRRA Transfer Vehicles per day would need to be weighed with their Ash Residue load, dumped in the Cortland County Landfill cell and then filled with CORTLAND Acceptable Waste at the Cortland Transfer Station, again using tare weights, before transporting the CORTLAND Acceptable Waste to the Onondaga WTE Facility.
- c. OCRRA shall have the right to direct CORTLAND to recertify the scales at the Cortland County Landfill if it has reasonable cause to suspect that such recertification is necessary or appropriate. If, upon such recertification, the scales are found to be in compliance with Applicable Law, OCRRA shall pay CORTLAND the reasonable cost of undertaking such recertification. If the scales are found not to be in compliance, CORTLAND shall bear all costs and expenses associated with the recertification. OCRRA shall have the right to be present at any such testing or recertification.

- d. OCRRA shall have the right, at its discretion, to audit from time to time CORTLAND's weigh scale records with respect to Onondaga WTE Facility Ash Residue.
- e. If the permanent scales are not working properly or are being tested, CORTLAND must immediately so notify OCRRA and promptly repair the scales. During the period that the scales are unavailable, CORTLAND shall use other alternate weighing facilities located at the Cortland County Landfill or any other proximate location acceptable to OCRRA. If alternate weighing facilities meeting the requirements of Applicable Law are not available, a "SCALE OUTAGE" WILL OCCUR, AND CORTLAND must estimate the quantity of waste delivered on the basis of truck volumes and historical information about OCRRA. These estimates shall take the place of actual weighing records during the scale outage. OCRRA may participate in the estimating of quantities of waste during a scale outage and may have an employee or agent present at the weighing facilities when each OCRRA Ash Residue Transfer Vehicle arrives. If OCRRA does not so participate, CORTLAND's estimate shall be final. If OCRRA does participate, any disputes relating to the estimate shall be resolved in accordance with the dispute resolution provisions hereof.
- f. CORTLAND must maintain daily records of the total tonnage of Onondaga WTE Facility Ash Residue delivered by OCRRA to the Cortland County Landfill. CORTLAND must furnish OCRRA a compilation of such information for each month, with its monthly invoice. Copies of all weight tickets must be kept by CORTLAND for at least six (6) years.

Section 6.04 Rejection Rights. In the event that CORTLAND discovers Unacceptable Waste in any Ash Residue load delivered by OCRRA, CORTLAND shall attempt to segregate such Waste from the load and require the OCRRA vehicle to remove the Waste (if permitted to do so under Applicable Law). If the amount or type of such Waste in any load makes it impracticable to segregate such waste, CORTLAND may reject the entire load. CORTLAND will only obtain ownership of Acceptable Ash Residue when it is accepted for disposal by CORTLAND at the Cortland County Landfill. If the Ash Residue is rejected by CORTLAND for any proper reason authorized hereunder, then it will be OCRRA's responsibility to remove it and dispose of it elsewhere.

Section 6.05 Unauthorized Rejections.

- a. If it is determined that CORTLAND has rejected Onondaga WTE Facility Acceptable Ash Residue delivered to the Cortland County Landfill for any unauthorized reason, other than an Uncontrollable Circumstance, OCRRA shall not be required to pay the then applicable Cortland County Landfill Disposal Fee to CORTLAND with respect to such Onondaga WTE Facility Acceptable Ash Residue. CORTLAND shall then be obligated to pay OCRRA for its actual costs incurred, to the extent of cost substantiation, in disposing such improperly rejected Acceptable Ash Residue at a disposal facility of OCRRA's choice (including transportation and disposal charges in

connection with the use by OCRRA of disposal facility) which are in excess of the then applicable CORTLAND Disposal Fee for each such Ton.

- b. OCRRA shall provide CORTLAND with a written statement of any amounts owed by CORTLAND to OCRRA in accordance with subsection (a) above. CORTLAND shall pay such amount within thirty (30) days of the receipt of such statement.

Section 6.06 Permits and Maintenance. CORTLAND shall, at its own expense, provide all maintenance for the Cortland County Landfill, including the Cortland County Transfer Station, and bear all costs of staffing and operating the Facility, and provide, maintain and operate the Facility in accordance with Applicable Law, including obtaining any Permits for the Facility and the performance by CORTLAND of its obligations under this Agreement.

Section 6.07 Site Road Maintenance; Vehicle Cycle Times.

- a. CORTLAND must provide properly maintained site roads within the Cortland County Landfill, including the Cortland County Transfer Station, to prevent damage to OCRRA Ash Residue delivery vehicles. CORTLAND must perform, or cause to be performed, maintenance of these roadways in a manner that will not unduly result in broken axles and punctured tires or other damage to OCRRA's Ash Residue delivery vehicles due to the presence of pot holes and large sharp objects, nails or other similar types of impairment in the roadway.
- b. CORTLAND must cooperate with OCRRA to provide a sufficient working face and operate the Cortland County Landfill working face in a manner that will minimize vehicle queuing and result in minimizing vehicle cycle time at the Cortland County Landfill. This includes providing adequate staffing at all times.
- c. If an OCRRA vehicle gets stuck in the Cortland Ash Disposal Facility, CORTLAND will use all reasonable attempts to free it. If a tow service is required, OCRRA will bear the towing cost.

DELIVERY AND DISPOSAL OF SOLID WASTE FROM CORTLAND GENERATORS TO THE ONONDAGA WTE FACILITY

Section 7.01 Overall Responsibilities.

- a. During the term of this Agreement, and any option exercised hereunder, CORTLAND shall be responsible for and shall make available at its Cortland County Transfer Station all WTE Facility Acceptable Waste and OCRRA Ley Creek Acceptable Waste under its control generated in Cortland County for shipment by OCRRA from the Cortland Transfer Station to the Onondaga WTE Facility for immediate disposal or to the OCRRA Ley Creek Facility for processing before transshipment to the Onondaga WTE Facility. OCRRA shall arrange with the Onondaga WTE Facility operator for the acceptance and processing of all such CORTLAND Acceptable Waste.

- b. During the term of this Agreement, CORTLAND shall be responsible for and shall make available for OCRRA to pick up all CORTLAND Acceptable Waste, i.e. WTE Facility Acceptable Waste and OCRRA Ley Creek Acceptable Waste, that has been delivered to the Cortland County Transfer Station. Such CORTLAND Acceptable Waste shall not include OCRRA Ley Creek Unacceptable Waste or WTE Facility Unacceptable Waste. During the terms hereunder, OCRRA will then pick up such Waste from the Cortland Transfer Station, transport and deliver, or cause to be delivered at OCRRA's cost, such CORTLAND Acceptable Waste as may be made available to the Onondaga WTE Facility for processing or to the OCRRA Ley Creek Facility for pre-processing before shipment on to the Onondaga WTE Facility. The Onondaga WTE Facility operator shall accept and dispose of all such CORTLAND Acceptable Waste delivered directly by OCRRA to the Onondaga WTE Facility. The CORTLAND Acceptable Waste that is Unprocessable at the WTE Facility but is OCRRA Ley Creek Acceptable Waste will first be delivered to OCRRA's Ley Creek Facility for pre-processing before transshipment to the Onondaga WTE Facility. Such Cortland Acceptable Waste, including CORTLAND C&D, shall be in quantities of up to 35,000 Tons per year, during the base term and any option extension of this Agreement.
- c. It will be the responsibility of CORTLAND to separate Construction and Demolition Debris and outsized MSW that cannot be processed at the Onondaga WTE Facility at their transfer station for separate handling and transport to OCRRA's Ley Creek Facility. OCRRA will not accept mixed loads of CORTLAND MSW and Cortland Construction and Demolition Debris/outsized MSW for shipment to OCRRA's Ley Creek Facility. CORTLAND shall dispose of loads that are primarily pressure-treated wood or inert materials (soil, concrete, bricks, asphalt, etc.) at their landfill or elsewhere. Bulky MSW and C&D that is OCRRA Ley Creek Acceptable Waste must be segregated from MSW at the CORTLAND County Transfer Station for delivery to the OCRRA Ley Creek Transfer Station for additional processing. Construction and Demolition Debris and outsized MSW will be backhauled in separate OCRRA Ash Residue Transfer Vehicles and will be counted as CORTLAND Acceptable Waste in the Trash for Ash economic exchange hereunder. CORTLAND agrees that if the acceptance of CORTLAND Construction and Demolition Debris, as OCRRA Ley Creek Acceptable Waste hereunder, may result in an excess of combined OCRRA and CORTLAND WTE Facility Acceptable Waste delivered to the Onondaga WTE Facility (i.e. exceed that facility's permitted or available capacity) that CORTLAND will direct such CORTLAND sourced Construction and Demolition Debris to its own landfill or elsewhere at its own cost and expense.
- d. Notwithstanding anything in this Agreement to the contrary, OCRRA shall not have any obligation to pick up, transport or deliver or cause to be delivered to the Onondaga WTE Facility any Recyclable Materials (other than incidental amounts, i.e. less than 5% by volume) or Construction and Demolition Debris, as Construction and Demolition Debris requires pre-processing. The Parties agree and understand that the inadvertent delivery of (1) Waste other than WTE Facility Acceptable Waste or

OCRRA Ley Creek Facility Acceptable Waste or (2) Hazardous Waste shall not constitute a basis for termination of this Agreement by OCRRA. CORTLAND shall use all reasonable efforts to preclude the delivery of such Wastes to the Onondaga WTE Facility or the OCRRA Ley Creek Facility.

- e. All metal recovered from Cortland's Waste processed at OCRRA's Ley Creek Facility or at the Onondaga WTE Facility will be credited to OCRRA or an OCRRA Share under the OCRRA/Covanta Service Agreement extension. CORTLAND will not receive any payment for those recovered metals and shall not remove any metals from the incoming stream or engage in metal sorting process.
- f. CORTLAND must keep their WTE Facility Acceptable Waste separate from OCRRA Ley Creek Facility Acceptable Waste.

Section 7.02 Transfer Station Operating Hours.

- a. CORTLAND shall keep the Cortland Transfer Station open for transferring CORTLAND Acceptable Waste during the same hours as the Cortland County Landfill on Monday through Friday during the Receiving Times set forth in Schedule 2 and on any Saturdays following an OCRRA Legal Holiday and when needed and requested by OCRRA for bona fide legal emergencies. Subject to applicable State regulations and any Facility Permit issued thereunder, CORTLAND may transfer to OCRRA Transfer Vehicles CORTLAND Acceptable Waste at the Cortland Transfer Station at such additional times as CORTLAND and OCRRA may mutually agree. In particular, when weather conditions or an emergency condition shall restrict OCRRA's ability to pick up for transfer CORTLAND Acceptable Waste, CORTLAND will, if legally possible, extend hours of the transfer station to facilitate additional transfer of CORTLAND Acceptable Waste to OCRRA. There shall be no additional charge to OCRRA for such transfer station time extension where the extension does not exceed one hour, provided such emergency condition is not the result of the negligence or intentional misconduct of OCRRA. CORTLAND, at its cost, agrees, at the request of OCRRA, to keep the CORTLAND Transfer Station open for operation to transfer CORTLAND Acceptable Waste hereunder for up to a full day on any Saturday following an OCRRA Legal Holiday. Requests for extension of hours made by OCRRA may not be unreasonably refused by CORTLAND.
- b. At the request of the OCRRA Representative, CORTLAND shall use reasonable efforts to transfer CORTLAND Acceptable Waste to OCRRA Transfer Vehicles at the Cortland Transfer Station for up to one hour, without additional charge at hours other than the transfer station Operating Time to the extent permitted by Applicable Law. See Section 6.02 above.

Section 7.03 Weighing of Solid Waste; Weigh Scale Records.

- a. OCRRA shall arrange to have the WTE Facility operator operate and maintain weigh scales located at the Onondaga WTE Facility, and maintain weigh scale records, for

the purpose of determining the total Tons of CORTLAND Acceptable Waste transferred to OCRRA Transfer Vehicles for delivery to the Onondaga WTE Facility. The Onondaga WTE Facility must weigh all OCRRA vehicles delivering CORTLAND Acceptable Waste and prepare a weight record using tare weights with regard to such delivery. The weight record shall include gross weight, tare weight, date and time and Transfer Vehicle identification. OCRRA will provide CORTLAND with monthly statements regarding each such delivery. OCRRA must confirm the weight information at the time the road vehicle is weighed at the Onondaga WTE Facility. If permitted by the Onondaga WTE Facility operator, CORTLAND shall have the right to have an employee present from time to time in the scale house during operating hours to observe scale house operations. At the request of CORTLAND, OCRRA will provide CORTLAND with a copy of any weight records relating to CORTLAND Acceptable Waste picked up by OCRRA vehicles for transfer to the Onondaga WTE Facility. Disputes with respect to the accuracy of weigh scale records shall be resolved pursuant to the dispute resolution provisions of this Agreement.

- b. CORTLAND shall have the right to request the Onondaga WTE Facility operator to recertify the scales at the Onondaga WTE Facility if it has reasonable cause to suspect that such recertification is necessary or appropriate. If, upon such certification, the scales are found to be in compliance with Applicable Law, CORTLAND shall pay the Onondaga WTE Facility operator the reasonable cost of undertaking such recertification. If the scales are found not to be in compliance, the WTE Facility operator will be requested to bear all costs and expenses associated with the recertification. CORTLAND shall have the right to be present at any such requested testing or recertification.
- c. CORTLAND shall have the right, at its discretion, to audit from time to time, weigh scale records provided to it by OCRRA with respect to CORTLAND Acceptable Waste delivered by OCRRA Transfer Vehicles to the Onondaga WTE Facility.
- d. If the permanent scales at the Onondaga WTE Facility are not working properly or are being tested, OCRRA must immediately so notify CORTLAND. During the period that the scales are unavailable, the Onondaga WTE Facility may use portable scales or other nearby alternate weighing facilities. If alternate weighing facilities meeting the requirements of Applicable Law are not available, a “scale outage” will occur, and OCRRA must rely upon the quantity of waste delivered on the basis of weights determined at the Cortland Transfer Station that are normally used only to ensure the OCRRA vehicles are not overweight for DOT highway purposes. These weight amounts shall take the place of actual weighing records at the Onondaga WTE Facility during the scale outage or scale unavailability. In such circumstance, CORTLAND’s weight record shall be final. Any disputes relating to the weights used shall be resolved in accordance with the provisions hereof.
- e. OCRRA must maintain daily records of the total tonnage of CORTLAND Acceptable Waste delivered by OCRRA vehicles to the Onondaga WTE Facility or to OCRRA’s Ley Creek Facility. OCRRA must furnish CORTLAND a compilation of such

information for each month, with its monthly invoice. Copies of all weight tickets must be kept by OCRRA for at least six (6) years.

- f. CORTLAND will weigh all OCRRA Transfer Vehicles loading CORTLAND Acceptable Waste at its transfer station for purposes of ensuring that those vehicles do not exceed applicable highway weight limits, including weight limits utilizing valid overweight permits.

Section 7.04 Cortland County Special Police/Evidence Waste. OCRRA will credit in the Ash for Trash exchange, without additional charge, up to five (5) Tons per year of Cortland County Special Police/Evidence Waste provided by Cortland County police or other County agencies for secure destruction at the Onondaga WTE Facility, subject to advance written approval by OCRRA's Agency Engineer. It will be the responsibility of CORTLAND, through its employees or designees, to make arrangements directly with the Facility operator and deliver such waste to the Onondaga WTE Facility itself at CORTLAND's own cost and to witness its destruction, if necessary. CORTLAND will provide OCRRA with monthly statements as to any such Cortland County Special Police/Evidence Waste delivered to and processed at the Onondaga WTE Facility. The amount of Cortland Special Police/Evidence Waste will be counted in the Tons per year of Ash for Trash exchange Waste described in Section 7.01(b.) above.

Section 7.05 Cortland Recycling Program. OCRRA has developed a suggested plan (see Schedule 5) to assist CORTLAND in increasing its recycling programs, public education and data collection efforts. This plan shall provide the basis for OCRRA's training/assistance; however it remains subject to change. CORTLAND shall provide to OCRRA an annual report with the quantities of Recyclables diverted. CORTLAND will also send a courtesy copy of their NYSDEC Planning Unit Recycling Report to OCRRA on an annual basis. CORTLAND will identify and provide resources to facilitate OCRRA's training/assistance efforts.

Section 7.06 Household Hazardous Waste. CORTLAND recognizes that OCRRA makes every effort to remove Household Hazardous Wastes ("HHW") from the waste stream to the maximum extent practicable so such materials are not present in the Acceptable Waste stream processed at the Onondaga WTE Facility or at the OCRRA Ley Creek Facility. Toward that end, CORTLAND agrees that it will establish and sustain a public education program to remove hazardous materials from the waste stream. CORTLAND will also hold a minimum of at least one (1) Household Hazardous Waste collection event annually at a location conveniently located in Cortland County. If contractually permitted by the present OCRRA vendor who services OCRRA HHW events at the time of execution of this Agreement, CORTLAND may deliver, on its own and at its own cost, those HHW materials to the OCRRA HHW vendor for proper disposal. OCRRA will provide documentation to CORTLAND that such vendor has been selected in accordance with applicable law as well as OCRRA's procurement policy. CORTLAND will have sole and total responsibility for any and all costs related thereto and will be directly invoiced by the vendor. During the term of this Agreement, OCRRA will include CORTLAND in its future requests for proposals from HHW vendors. This will

allow Cortland residents to also deliver Household Hazardous Waste materials directly to the selected HHW vendor at rates set by the vendor and to be billed directly by the vendor. CORTLAND shall provide to OCRRA an annual report with the quantities of HHW collected.

Section 7.07 Food Waste/Yard Waste Composting Program. Yard waste is banned from the Onondaga WTE Facility and the OCRRA transfer stations. As a result, OCRRA has established a state-of-the-art food waste/yard waste composting facility at Amboy, New York, that turns these materials into compost and mulch. CORTLAND and its residents may utilize the Amboy Facility at the then current OCRRA established tip fees applicable for Cortland generated food waste/yard waste. It will be CORTLAND's responsibility and cost to direct the transport of all such materials by haulers servicing the Cortland community or by Cortland Transfer Vehicles to its own facility or to OCRRA's Amboy site. CORTLAND may also purchase finished compost and mulch; again at the established OCRRA rates. OCRRA will be allowed to claim recycling credits for any such CORTLAND materials delivered to and processed at the OCRRA Amboy Facility. The tonnage of such CORTLAND food waste/yard waste delivered to Amboy would not be counted in the Trash for Ash exchange hereunder unless delivered by Cortland County Highway or Cortland County Solid Waste Transfer Vehicles, in which case it would be counted. However, the tonnage associated with the delivery of such materials originating from Cortland County would be reported annually to CORTLAND so that they may obtain appropriate credit in their NYSDEC report for recycling same. Cortland County residents and businesses may also directly drop off yard waste and food waste at the OCRRA Amboy Site and OCRRA will charge those residents and businesses the same tip fee as Onondaga County residents and businesses. The tonnage associated with these direct deliveries would also be totaled and reported to CORTLAND for purposes of their NYSDEC Recycling Report but such deliveries would not be counted against the Trash for Ash exchange delineated hereunder.

Section 7.08 Household Battery Removal Program. OCRRA requires that household batteries be removed from the CORTLAND waste stream and either disposed of or recycled so they are not present in the CORTLAND Acceptable Waste delivered to the Onondaga WTE Facility for disposal. Toward that end, CORTLAND will, at its own expense, set up a household battery collection program at a convenient location(s) in Cortland County, collect those batteries and arrange for their proper recycling or disposal, either through accessing OCRRA's program or through a separate arrangement. If CORTLAND accesses OCRRA's program, it will reimburse OCRRA for any OCRRA costs apportioned to CORTLAND batteries. In such instance, it will be CORTLAND's sole responsibility and cost to deliver such household batteries to a location designated by OCRRA and to ensure that vehicles delivering Cortland household batteries comply with all U.S. Department of Transportation regulations for transport of such materials. De minimus amounts of batteries in the CORTLAND Acceptable Waste in quantities similar to that found in Onondaga County solid waste sent to the Onondaga WTE Facility will not be deemed a violation of this provision. However, if a repeated pattern of excessive amounts of batteries are found in the waste stream that evidences a deficiency in the Cortland Household Battery Removal Program, then CORTLAND will take immediate

steps to bring those levels down to below the de minimus level. Cortland shall provide to OCRRA an annual report with the quantities of batteries collected.

Section 7.09 Mercury Removal Program. CORTLAND will establish an in-County mercury removal program at its own expense in order to reduce mercury levels in CORTLAND Acceptable Waste sent to the Onondaga WTE Facility for processing. Typical mercury containing items to be removed from the waste stream and processed as Household Hazardous Waste include mercury thermostats and thermometers and fluorescent bulbs. OCRRA will assist CORTLAND wherever possible in setting up such a mercury removal program. Cortland shall provide to OCRRA an annual report with the number of thermostats, thermometers, and fluorescent bulbs collected.

Section 7.10 Cortland Commitment to Establishing and Developing Environmental Programs. This Agreement includes an Environmental Program Support Fee to assist CORTLAND in establishing and developing the critical environmental programs regarding Recycling (Section 7.05), Household Hazardous Waste (Section 7.06), Food Waste/Yard Waste Composting (Section 7.07), Household Battery Removal Program (Section 7.08) and Mercury Removal Program (Section 7.09) required herein. CORTLAND recognizes that similar programs have been fully developed in Onondaga County to manage Onondaga County's solid waste in an environmentally responsible manner and to cleanse the waste stream of materials that could cause harmful emissions at the Onondaga WTE Facility. CORTLAND will take all necessary steps to implement these environmental programs as soon as possible and report annually to OCRRA on its progress in bringing these programs fully up to the level of those already in existence in Onondaga County. These annual reports should include details on program development as well as documentation on program utilization. If substantial progress is not documented in these annual reports, OCRRA can require CORTLAND to hire a mutually acceptable solid waste engineering firm to prepare an action plan for bringing these environmental programs up to an acceptable level. CORTLAND must then proceed to fully implement that action plan using EPSF funds and other CORTLAND resources, as necessary, to accomplish same (See Schedule 5). OCRRA will initially provide guidance and consultation to assist CORTLAND in this requirement. Failure to establish these programs or to fully develop same, during the term of this Agreement, will be an event of default under Section 9.02 herein.

Section 7.11 Rejection Rights. In the event that OCRRA discovers OCRRA Ley Creek Unacceptable Waste or WTE Facility Unacceptable Waste, as applicable, in any load of CORTLAND waste made available for transfer by OCRRA Transfer Vehicles, CORTLAND shall attempt to segregate such Unacceptable Waste from the load and remove the Unacceptable Waste (if permitted to do so under Applicable Law) if the Unacceptable Waste is discovered while loading at the CORTLAND Transfer Station. Otherwise OCRRA shall attempt to segregate such Unacceptable Waste and will haul the Unacceptable Waste back to the CORTLAND County Landfill or Transfer Station for proper management by CORTLAND County. If the amount or type of Unacceptable Waste in any load makes it impracticable to segregate such waste, OCRRA may reject the entire load. CORTLAND retains ownership of all CORTLAND waste until it is

accepted for disposal by the Onondaga WTE Facility or OCRRA Ley Creek Facility. If the CORTLAND waste is rejected by the Onondaga WTE Facility or OCRRA Ley Creek Facility for any proper reason authorized hereunder, then it will be CORTLAND's responsibility to pay for the additional transportation costs to deliver the material back to Cortland County.

Section 7.12 Unauthorized Rejections.

- a. If it is determined that the Onondaga WTE Facility or OCRRA Ley Creek Facility has improperly rejected CORTLAND Acceptable Waste delivered to the Onondaga WTE Facility or OCRRA Ley Creek Facility for any reason other than the occurrence of an Uncontrollable Circumstance, CORTLAND shall not be required to pay the Disposal Fee to OCRRA with respect to such CORTLAND Acceptable Waste and OCRRA shall be obligated to pay CORTLAND for its Direct Costs incurred, to the extent of Cost Substantiation, in properly managing the material. This covers all costs for such improperly rejected CORTLAND Acceptable Waste which OCRRA was properly obligated to accept (including transportation and disposal charges). The presence of any significant quantities of materials (i.e. more than de minimus quantities) banned from the Onondaga WTE Facility under that Facility's 6 NYCRR 360 Permit shall, in all cases, be considered a proper basis for rejecting any load of CORTLAND Waste hereunder.
- b. CORTLAND shall provide OCRRA with a written statement of any amounts owed by OCRRA to CORTLAND in accordance with the provisions above. OCRRA shall pay such amount within thirty (30) days of the receipt of such statement.

Section 7.13 Permits and Maintenance. CORTLAND shall, at its own expense, provide all maintenance for the Cortland Transfer Station, bear all costs of operating that Facility, and provide, maintain, adequately staff and operate that Facility in accordance with Applicable Law, including obtaining any Permits for that Facility.

TIPPING FEES AND COSTS

Section 8.01 Tipping Fees and Costs.

- a. During the term of this Agreement, OCRRA will not pay CORTLAND a Disposal Fee and EPSF for any OCRRA Acceptable Ash Residue disposal at the Cortland County Landfill equal to the amount of CORTLAND Acceptable Waste delivered to the Onondaga WTE Facility or OCRRA Ley Creek Facility. CORTLAND waste rejected at the Onondaga WTE Facility or OCRRA Ley Creek Facility will not be counted. For any Tons of Ash Residue delivered to the Cortland County Landfill in excess of the equivalent tonnage of CORTLAND Acceptable Waste delivered to the Onondaga WTE Facility and OCRRA Ley Creek Facility, during the calendar year, OCRRA will pay CORTLAND, within forty-five (45) days of delivery, the gate Disposal Fee as set forth in Schedule 3. If OCRRA makes such a payment in full within fifteen (15) days of billing, CORTLAND will provide OCRRA with a 1.0% prompt payment discount.

For this excess tonnage, a true-up calculation will be made within fifteen (15) days of the end of the calendar year and OCRRA will then pay CORTLAND any such sums due and owing minus any offsets listed in (c) and (d) below, on or before January 31st of the following year.

- b. OCRRA will be responsible for all Ash Residue transport costs from the Onondaga WTE Facility to the Cortland County Landfill.
- c. If any CORTLAND Waste is properly rejected by the Onondaga WTE Facility or OCRRA Ley Creek Facility, CORTLAND will reimburse OCRRA before January 31st of the following year for any processing, handling, and transport fees incurred by OCRRA to deliver the material back to CORTLAND. These OCRRA costs will be made available to CORTLAND within ten (10) days of the end of the calendar year and must be paid by January 31st of the following year but may be applied as an offset to any Ash Disposal Fees owed by OCRRA to CORTLAND incurred during that year.
- d. CORTLAND will be solely responsible for all costs related to the operation of the Cortland County Landfill as well as all costs related to the Cortland Transfer Station.
- e. OCRRA will be responsible for the transport costs of WTE Facility Acceptable Waste and OCRRA Ley Creek Acceptable Waste generated in CORTLAND County and sourced from the CORTLAND Transfer Station and will pay all charges from the Onondaga WTE Facility operator related to the actual disposal/processing of CORTLAND Acceptable Waste, hereunder, at those Facilities.
- f. OCRRA will be responsible for all alternate disposal costs associated with any Ash Residue delivery, including proper alternate transport and disposal, if that Ash Residue delivery does not meet NYSDEC permit requirements for disposal in the Cortland County Landfill. OCRRA will also be responsible for any costs which result from the inadvertent delivery of waste to the CORTLAND Landfill which is “CORTLAND Unacceptable Waste” as defined herein.
- g. In the event of an Onondaga WTE Facility shut down, CORTLAND County would be required to manage all CORTLAND County generated solid waste and construction and demolition debris at its own expense until the WTE Facility reopens.

DISPUTE RESOLUTION; REMEDIES; EVENTS OF DEFAULT

Section 9.01 Dispute Resolution. For any dispute between the Parties arising out of or that relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions between the Parties’ representatives, who have the authority to settle the dispute. If the Parties’ representatives are not able to promptly settle the dispute, the senior executives of the Parties, who shall have the authority to settle the dispute, shall meet within twenty-one (21) days after the dispute first arises. If the dispute is not settled within seven (7) days from the referral of the dispute to the senior executives, the Parties shall submit the dispute to mediation.

Section 9.02 Events of Default. The following shall constitute Events of Default under this Agreement on the part of any Party hereto:

- a. The failure or refusal to fulfill all or any material obligations under this Agreement; or
- b. the failure of either Party to pay amount under this Agreement; or
- c. the failure of OCRRA to provide capacity if available for CORTLAND Acceptable Waste at either Onondaga WTE Facility, the OCRRA Ley Creek Facility or a landfill with the ability to accept CORTLAND's Waste, except for temporary WTE shutdowns of three (3) days or less; or
- d. the failure of CORTLAND to maintain a permitted Ash Disposal Facility with available capacity to accept all Ash Residue delivered from the Onondaga WTE Facility except, for temporary CORTLAND County landfill shutdowns of three (3) days or less; or
- e. the failure of CORTLAND to commence full operations hereunder before the end of calendar year 2016; or
- f. the repeal of the exemption required under Section 3.01(a) herein; or
- g. the repeal of the approval required under Section 3.01(b) herein; or
- h. the failure of CORTLAND to obtain the permit necessary under Section 3.01(d) herein; or
- i. the failure of CORTLAND to establish and develop the environmental programs required under Section 7.10 herein.

MISCELLANEOUS

Section 10.01 Insurance.

- a. CORTLAND shall obtain and maintain the insurance coverages of the types and in at least the coverage limits set forth in Schedule 4 to operate the Cortland County Landfill. As more fully described in Schedule 4, OCRRA hereby waives any and every claim for recovery from CORTLAND for any and all loss or damage resulting from the performance of this Agreement, to the extent such loss or damage is recovered under those insurance policies provided hereunder.
- b. OCRRA or the WTE Facility plant operator of the Onondaga WTE Facility shall arrange to obtain and maintain the insurance coverages of the types and in at least the coverage limits set forth in Schedule 4 to operate the Onondaga WTE Facility. As more fully described in Schedule 4, CORTLAND hereby waives any and every claim

for recovery from OCRRA for any and all loss or damage resulting from the performance of this Agreement, to the extent such loss or damage is recovered under those insurance policies provided hereunder.

Section 10.02 Interest on Payments. All payments not made on the applicable due date shall bear interest from such date until the date payment is made at the prime rate plus two.

Section 10.03 Compliance with Laws.

- a. CORTLAND shall comply with all Applicable Laws and Regulations as well as any Permits issued thereunder in connection with operation of the Cortland County Landfill.
- b. OCRRA shall ensure that the Ash Residue delivered to CORTLAND hereunder meets the definition of Acceptable Ash Residue and complies with all Applicable Laws and Regulations.

Section 10.04 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, except that either Party may, without such consent, assign its interest hereunder in connection with obtaining financing for capital or administrative costs. Should CORTLAND determine, at some future date, to sell the Cortland Transfer Station or Ash Disposal Facility, or any part thereof, CORTLAND agrees to make it a condition of any such sale that the purchaser of the Cortland County Landfill accept a full assignment of this Agreement and agrees to be bound by all the conditions, terms and obligations set forth herein. Nothing in this Agreement will prevent CORTLAND from contracting out the operation of any such facilities.

Section 10.05 Notices. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or any day on which United States mail is not delivered:

To CORTLAND:
Superintendent of Highways
Cortland County Highway Department
60 Central Avenue
Cortland, NY 13045

Copy to:
Cortland County Attorney
County Office Building, 3rd Floor
60 Central Avenue
Cortland, NY 13045

To OCRRA:
Executive Director
Onondaga County Resource
Recovery Agency
100 Elwood David Road
N. Syracuse, NY 13212-4312

Copy to:
Agency Counsel
Onondaga County Resource
Recovery Agency
100 Elwood David Road
N. Syracuse, NY 13212-4312

Either Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying Party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such Party by a duly authorized officer or employee.

Section 10.06 Relationship of the Parties. Other than the obligations in this Agreement, no Party shall have any responsibility to perform services for or to assume contractual obligations which are the obligations of any other Party; and nothing herein shall constitute any Party as a partner, agent or representative of any other Party, or be deemed to create any fiduciary relationship between the Parties. Nothing herein shall create any enforcement rights for third party beneficiaries.

Section 10.07 Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

Section 10.08 Payment Disputes.

- a. If any Party shall dispute an amount owing to another Party, such Party shall: (i) give written notice to the other Party of such disputed amount, together with sufficient information to allow the other Party to understand the nature of the dispute, which notice shall be delivered on or before the due date of the amount disputed and (ii) pay all undisputed amounts on the due date.
- b. If the Parties are unable to resolve any such payment dispute, such dispute shall be resolved pursuant to the provision of Section 9.01. Any disputed amounts which are ultimately required to be paid (in whole or in part) shall bear interest at the rate specified in Section 10.02 from the date on which such amounts were originally due.

Section 10.09 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions necessary to the maximum extent practicable in light of such determination, implement to give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement, as so amended, modified, or supplemented shall remain in full force and effect.

Section 10.10 Amendment. No amendment, modification, or change to this Agreement shall be effective unless same shall be in writing and duly executed by the Parties.

Section 10.11 Agreement Governed by State Law. This Agreement shall be governed by the laws of the State of New York.

Section 10.12 No Other Agreements. All negotiations, proposals and agreements prior to the date of this Agreement are superseded hereby. This Agreement shall constitute the entire Agreement between CORTLAND and OCRRA with respect to the services contemplated hereunder.

Section 10.13 Execution of Documents. This Agreement shall be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall continue by one and the same instrument.

IN WITNESS WHEREOF, CORTLAND and OCRRA have caused this Agreement to be executed in their respective names; have caused their respective corporate seals to be hereto affixed, and have caused this Agreement to be attested, all by their duly authorized officers and representatives, and CORTLAND and OCRRA have caused this Agreement to be dated as of the date and year first written above.

CORTLAND:
COUNTY OF CORTLAND, NEW YORK

ATTEST:

BY: _____
DATE: _____

OCRRA:
ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

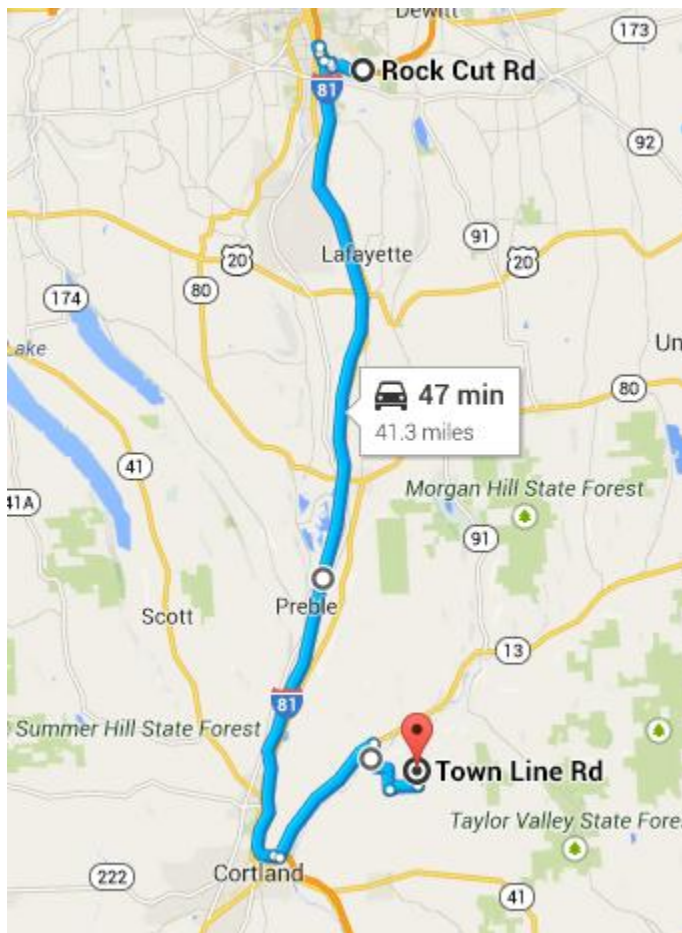
ATTEST:

BY: _____
Mark A. Donnelly, Executive Director
DATE: _____

SCHEDULE 1

MANDATORY TRAVEL ROUTE FOR OCRRA TRANSFER VEHICLES FROM ROUTE I-81 TO CORTLAND COUNTY LANDFILL AND RETURN TO ROUTE I-81

Unless directed to a different route by law enforcement, fire or other governmental agencies having authority to re-route traffic, the official route for all OCRRA vehicles traveling to the Cortland County Landfill will be Exit 11 off I-81 to Route 13 North to (CR 108C) East Homer Crossing to (CR 114) East River Road to (CR 116A) Shippey Road to (CR 116B) Parks Road to Town Line Road.



SCHEDULE 2

RECEIVING TIMES

Receiving Time at the Cortland County Landfill

The Ash Receiving Time (i.e. gate hours) at the CORTLAND County Landfill and at the CORTLAND Transfer Station will be Monday through Friday, 7:00 a.m. to 3:00 p.m. In addition, CORTLAND agrees that it will have both its Transfer Station and Landfill open and fully operational during those hours above on those Saturdays after an OCRRA Legal Holiday when OCRRA transfer stations are operating. CORTLAND further agrees that it will keep its Landfill open during those hours above on the following OCRRA working holidays:

Martin Luther King Day
President's Day
Columbus Day
Veteran's Day

Receiving Time at the Onondaga WTE Facility

The Receiving Time (i.e. gate hours) at the Onondaga WTE Facility will be Monday through Friday, 6:00 a.m. to 4:00 p.m. In addition, the Onondaga WTE Facility Receiving Time shall include Saturdays from 7:00 a.m. to 11:00 a.m.

SCHEDULE 3

FEE SCHEDULE

OCRRA tip fee for Disposal of Onondaga WTE Facility Ash Residue (“Disposal Fee”) in excess of the weight in tons of CORTLAND Acceptable Waste processed hereunder during each calendar year beginning in 2016 shall be \$14.50 per Ton plus an Environmental Program Support Fee (“EPSF”) of \$2.50 per Ton. For calendar years thereafter, such Cortland County Landfill Disposal Fee shall be increased 1.5% per annum. The EPSF will not be subject to the aforementioned escalator.

OCRRA will not pay a Disposal Fee or an EPSF to CORTLAND for Disposal of Onondaga WTE Facility Ash residue up to the equivalent weight in tons of CORTLAND Acceptable Waste, including both solid waste and construction debris processed hereunder during each calendar year after CORTLAND’s transfer station becomes fully operational. Until the CORTLAND Landfill Transfer Station becomes operational and subject to CORTLAND County Legislature approval, CORTLAND will accept, for disposal at the CORTLAND County Landfill, Onondaga WTE Facility Ash Residue at a Disposal Fee and EPSF combined fee of \$17.00 per Ton.

SCHEDULE 4

REQUIRED INSURANCE

(A) OCRRA INSURANCE

OCRRA shall procure and maintain insurance of the kinds and limits enumerated hereunder and on terms and with an insurance carrier satisfactory to CORTLAND. Certificates of such insurance issued by OCRRA's insurance carrier shall be filed with CORTLAND pursuant to Section 10.01 of this Agreement and shall name CORTLAND as an additional insured on the policy and shall set forth the following:

- (A) Worker's Compensation Insurance
OCRRA's possession of Worker's Compensation Insurance in accordance with the statutory limits set forth in the laws of the State of New York.
- (B) Comprehensive General Liability Insurance

Bodily Injury \$5,000,000 – Per Incident
 \$6,000,000 – General Aggregate
- (C) Comprehensive Automobile Liability Insurance

\$1,000,000 Combined Single Limit plus \$9,000,000 excess auto liability
- (D) Excess Umbrella \$15,000,000
- (E) Environmental Insurance

 \$10,000,000 Pollution Liability
- (F) Notice of Termination Liability

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

(B) CORTLAND INSURANCE

CORTLAND shall procure and maintain insurance of the kinds and limits enumerated hereunder and on terms and with an insurance carrier satisfactory to OCRRA. Certificates of such insurance issued by CORTLAND's insurance carrier shall be filed with OCRRA pursuant to Section 10.01 of this Agreement and shall name OCRRA as an additional insured on the policy and shall set forth the following:

- (A) **Worker's Compensation Insurance**
CORTLAND's possession of Worker's Compensation Insurance in accordance with the statutory limits set forth in the laws of the State of New York.

- (B) **Comprehensive General Liability Insurance**

Bodily Injury	\$5,000,000 – Per Incident
	\$6,000,000 – General Aggregate

- (C) **Comprehensive Automobile Liability Insurance**

\$1,000,000	Combined Single Limit plus \$9,000,000 excess auto liability
-------------	--

- (D) **Excess Umbrella** \$15,000,000

- (E) **Environmental Insurance**

\$10,000,000	Pollution Liability
--------------	---------------------

- (F) **Notice of Termination Liability**

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

SCHEDULE 5

OCRRA SUGGESTED PLAN TO ASSIST CORTLAND IN INCREASING ITS RECYCLING PROGRAMS, PUBLIC EDUCATION AND DATA COLLECTION EFFORTS

Executive Summary: Cortland County Recycling Plan

<i>ITEM</i>	<i>NOTES</i>
<p>1 Assess current baseline recycling performance of key waste generators and develop recommendations for subsequent public education and community outreach</p>	<p>OCRRA recycling personnel will visit representative schools, apartment buildings, and businesses in Cortland County and generate a summary report.</p>
<p>2 Train Cortland Personnel on recycling and waste data collection</p>	<p>For DEC annual reporting requirements</p>
<p>3 Help develop potential local (Cortland County) community partners to provide cost-effective recycling outreach to major waste generators</p>	<p>Initial suggestions include leveraging the community outreach skills already existing in Cortland County, including:</p> <p><i>Cortland County Soil and Water Conservation District</i> <u>http://www.cortlandswcd.org/Education.htm</u></p> <p><i>Cortland County Cornell Cooperative Extension</i> <u>http://cortland.cce.cornell.edu/about-us</u></p>
<p>4 Provide Training Services</p>	<p>OCRRA will train Cortland County outreach team (see item 2 above) to provide recycling guidance to key waste generators, including businesses, apartment buildings, and businesses</p>
<p>5 Generate templates for recycling outreach materials to key waste generator sectors (businesses, schools, apartments)</p>	<p>Provide Cortland County outreach team with a template to order printed outreach materials and website information to promote recycling in schools, apartments, and businesses.</p>
<p>6 School Recycling Education Activities</p>	<ul style="list-style-type: none"> • Promote utilization of OCRRA's existing curriculum based online school recycling education resources: https://ocrra.org/educational_resources • Provide 6 in-person school training sessions (train the trainer)
<p>7 Provide outlet for Household Hazardous Waste Drop Off</p>	<p>Enable Cortland County residents to utilize OCRRA's household hazardous waste (HHW) service contract for HHW drop off at Environmental Products and Services <u>in Syracuse</u>; direct billing to Cortland County</p>
<p>8 Provide Cortland County municipalities with e-waste recycling outlet</p>	<p>Occasional aggregation of municipal e-waste materials at a location in Onondaga County; direct billing to Cortland County or to the respective municipalities.</p>

ITEM

NOTES

<p>9 Assistance with establishing local support for Product Stewardship programs in NYS aimed at lowering municipal costs to manage materials that are difficult to recycle or dispose</p>	<p>Provide resolutions and presentations to elected officials to secure Product Stewardship support for manufacturer take back programs (i.e. paint, fluorescent lamps, pharmaceuticals, carpeting, etc).</p>
<p>10 Enhancing Textile Collection</p>	<p>Assistance with catalyzing recovery of textiles and old clothes; about 1,700 tons disposed (estimated) in Cortland County; about 5% of total trash</p>
<p>11 Battery Collection Mercury Reduction</p>	<p>Provide outlet for management of unwanted batteries and train Cortland personnel to set up their program. Assist in developing collection mechanism for mercury-containing products (i.e. mercury thermostats and thermometers).</p>
<p>12 Train Cortland personnel on grant writing</p>	<p>Support recycling program costs (personnel, public education, HHW, etc).</p>
<p>13 Visit Cortland County MRF</p>	<p>Check data and reports profile to county and state, make site inspection, provide suggestions and recommendations</p>

