

# Special Committee on the Future of the RRA - Book #3

Materials compiled for the Special Committee on the Future of the RRA

**ULSTER COUNTY LEGISLATURE**

September 10, 2012

Materials Compile As of: September 20, 2012

# QUESTIONS & ANSWERS

## 1. Legislator Wishnick Questions & Status of Answers:

### 1.1. CAN THE LEGISLATURE LEGALLY SOLICIT AN RFP FOR THE SALE OF THE UCRRA?

1.1.1. [RESPONSE PENDING]

### 1.2. THE RRA'S TRANSFER STATION IN THE TOWN OF NEW PALTZ IS BUILT ON TOWN OWNED PROPERTY AND THE UCRRA LEASE EXPIRES IN 2016. CAN A PRIVATE COMPANY LEGALLY OPERATE THERE?

1.2.1. RRA EXECUTIVE DIRECTOR PROVIDED A COPY OF THE RRA AGREEMENT WITH TOWN OF NEW PALTZ (SEE PAGE 78 OF BOOK #3)

1.2.2. [RESPONSE PENDING]

### 1.3. WHAT IS THE EXACT PRINCIPAL AND INTEREST AMOUNT OWED ON RRA BONDS?

1.3.1. As per an email dated 9/6/12 from Richard McCarthy the RRA Financial Advisor to RRA Executive Director, Tim Rose:

The amount of P and I remaining is about \$30,101,559.27 between 3/1/13 and 3/1/25.

### 1.4. HOW MANY \$'S WOULD THE COUNTY NEED TO PLACE IN AN ESCROW ACCOUNT TO DEFEASE THE OUTSTANDING BONDS? WOULD THIS NEED TO BE DONE PRIOR TO A SALE? SUGGESTED SOURCE OF FUNDS FOR THIS PURPOSE.

1.4.1. As per an email dated 9/6/12 from Richard McCarthy the RRA Financial Advisor to RRA Executive Director, Tim Rose:

The amount needed to be put in the escrow is a little less than that. I estimate around \$26,000,000. It would be the amount of the earnings on the investments in the escrow.

The escrow would be created at the closing of any bond issue sold to fund the escrow. I caution that you and the County need to determine if the County can do such an issue under Local Finance Law. That issue probably would be taxable. I caution you need to talk to Bond Counsel. In that case it would cost more in total P&I on the new issue than the P&I on the bonds being defeased and obviously a lot more than the amount of the escrow.

Source of funds would be the buyer if the Agency is sold or the County, if that is legal (see above). The price would obviously have to be at least the amount required to put in the escrow. There is one offset. That is the debt service reserve of around \$3,000,000 that could be used to partially fund the escrow.

### 1.5. IF RRA BONDS ARE DEFEASE, WOULD THE INTEREST PAYMENTS TO BOND HOLDERS BECOME TAXABLE?

1.5.1. RRA EXECUTIVE DIRECTOR CONTACTED WITH REQUEST TO EITHER PROVIDE ANSWER PRIOR TO OR COME TO MEETING PREPARED WITH ANSWER.

### 1.6. WHAT IS THE COST TO REPAY THE DEC FOR RRA GRANTS?

1.6.1. QUESTION FORWARDED TO DEC REGION 3 FOR ANSWER ON 9/5/12: "DEC provided grant funding to UC RRA for a variety of projects. Should the UC RRA be sold or otherwise closed, would prior DEC grants be required to be repaid and at what amount?"

RESPONSE FROM THE DIVISION OF MATERIALS MANAGEMENT:

**DEC grants made to UCRRA under the MWRR State Assistance program would be subject to relinquishment and re-payment upon dissolution of the agency. A calculation of the expected useful life of the facilities and equipment relative to the operational life would be made and a pro-rated amount determined for**

As of: Thursday, September 20, 2012

reimbursement. Two grants to UCRRA would be outstanding: one for recycling improvements at the Rochester Transfer Station (1994 grant of \$216,666 at 40% useful life) with a remaining pro-rated balance of \$86,666.80; and, the Materials Recovery Facility at the Ulster Transfer Station (2001 grant of \$2,000,000 at 63% useful life), with a remaining pro-rated balance of \$1,260,000.

**1.7. RRA HAD BEEN REMOVING LEACHATE AND MONITORING TEST WELLS AT 3 LANDFILLS. WHICH COUNTY AGENCY WOULD DO THIS THROUGH 2027 & AT WHAT COST?**

1.7.1. DEPUTY COUNTY EXECUTIVE ROBERT SUDLOW CONTACTED ON 9/5/12 AND ASKED IF THE COUNTY HAD ANY RESPONSIBILITY TO CHECK CONTAMINATED WELLS. HE INDICATED HE BELIEVED THIS WAS A COUNTY RESPONSIBILITY UNDER THE DEPARTMENT OF HEALTH'S SANITATION DIVISION. WHEN ASKED IF THE DEPARTMENT PROVIDED THIS TYPE OF SKILL/EXPERTISE OR WOULD THE COUNTY NEED TO CONTRACT OUT THE ACTIVITY, HE INDICATED HE WOULD NEED TO LOOK INTO THIS. IN RESPONSE TO A FOLLOW-UP QUESTION OF HOW MUCH SUCH EXPENSE WOULD COST, DEPUTY COUNTY EXECUTIVE SUDLOW STATED THIS WAS ALSO IN NEED OF FURTHER REVIEW.

**1.8. DOES NY LAW REQUIRE THAT DEC ADVANCE APPROVE AN ULSTER COUNTY INTEGRATED SOLID WASTE PLAN THAT SPECIFIES HOW SOLID WASTE & RECYCLING MANDATES WILL BE ACCOMPLISHED WITHOUT THE UCRRA?**

1.8.1. QUESTION FORWARDED TO DEC REGION 3 FOR ANSWER ON 9/5/12: "According to the UC RRA, the Ulster County Solid Waste Management Plan expired December 31, 2011. They also reported a draft plan was submitted to the DEC in December 2011.

•When is the approval on this plan anticipated?

RESPONSE FROM THE DIVISION OF MATERIALS MANAGEMENT:

**The initial review of the new plan was completed by regional DEC staff in August and comments forwarded to the planning staff in the central office of the Division of Materials Management in Albany. Final review will be conducted by the central office. There is no formal time frame for the review and approval of the plan established at this time. The DEC has a number of local solid waste management plans under review and we are working to complete all of these reviews as quickly as possible. It is likely that formal comments will be transmitted to Ulster County RRA within the next few months.**

•Should changes be made and/or the existence of UC RRA be ended, how will this impact the plan and the NYS law which requires an approved plan?"

RESPONSE FROM THE DIVISION OF MATERIALS MANAGEMENT:

**If UCRRA were to be disbanded, the planning and implementation obligations would shift to another governmental entity, in this case, Ulster County, that would be designated as the planning unit. The Department would expect the new planning unit to take over responsibilities for all waste streams generated by each sector of the county (i.e., residential, institutional, commercial, industrial) currently handled by the agency. The impact on the plan is unknown. It is likely some delay would occur in the completion and implementation of the plan due to new staff and a new organization. The current new plan strongly and appropriately emphasizes "top of the hierarchy" materials management programs favored in NYS's Beyond Waste plan.**

# ARTICLES OF INTEREST

1. More Jobs, Less Pollution: Growing the Recycling Economy in the USA  
[http://docs.nrdc.org/globalwarming/files/glo\\_11111401a.pdf](http://docs.nrdc.org/globalwarming/files/glo_11111401a.pdf)
2. Full Ulster County Solid Waste Management Plan, dated 1998 - 2014  
[http://www.co.ulster.ny.us/committeesinfo/2012/Resource\\_Recovery\\_Agency\\_Book\\_2.pdf](http://www.co.ulster.ny.us/committeesinfo/2012/Resource_Recovery_Agency_Book_2.pdf)
3. Dutchess County RRA Flow Control & Solid Waste Management Alternatives, September 2009, Germano & Cahill and Gerhardt  
[http://www.co.dutchess.ny.us/CountyGov/Departments/Legislature/CLRRA\\_092009.pdf](http://www.co.dutchess.ny.us/CountyGov/Departments/Legislature/CLRRA_092009.pdf)
4. NYS DEC Beyond Waste: A Sustainable Materials Management Strategy for New York State, 2010 <http://www.dec.ny.gov/chemical/41831.html>
- 5.

# RRA Contract List

## UCRRA CONTRACT EXPIRATION SCHEDULE

<u>Contract Party</u>	<u>Nature of Contract</u>	<u>Expiration Date</u>
1. Ulster County	Solid Waste Service	December 31, 2025
2. M&T Trust	Trust Indenture	Redemption of Bonds
3. Denning	Solid Waste Mgt	10/1/2013
4. Esopus	"	"
5. Gardiner	"	"
6. Hardenburgh	"	"
7. Hurley	"	03/1/2013
8. Lloyd	"	Date Bonds Paid Off
9. Marbletown	"	<del>10/1/2012</del> 10/1/2013
10. Marlborough	"	"
11. New Paltz	"	Date Bonds Paid Off
12. Olive	"	10/1/2013
13. Plattekill	"	"
14. Rochester	"	<del>10/1/2012</del> 10/1/2013
15. Rosendale	"	10/1/2013
16. Saugerties	"	10/1/2012
17. Shandaken	"	10/1/2013
18. Shawangunk	"	10/1/2013
19. Ulster	"	Date Bonds Paid Off
20. Wawarsing	"	10/1/2012
21. Woodstock	"	"
22. Kingston (Town)	"	"
23. Kingston (City)	"	03/1/2013
24. Seneca Meadows	Landfill	December 31, 2014
25. Santaro	Hauler	December 31, 2012
26. D&N	"	"
27. Spada	"	"
28. Allied Waste	Sludge Landfill	K? Renews each yr
29. County Waste	POP MSW	December 31, 2012
30. WM	POP MSW Landfill	December 31, 2012
31. Royal	PrePay MSW	December 31, 2012
32. New Paltz	Transfr Sta K	September 30, 2016
33. Rose	Professional K	April 18, 2016
34. Wing	"	December 31, 2012
35. Local 445	Labor	December 31, 2011
36. Sunshine	Sludge Hauler	December 31, 2012

SJW REV 8/20/2012

# RRA Asset List - Vehicles

		LICENSE #		Original Cost	A/D 2010	2011 Dep	A/D 2011
T2year d	1994 WHITE GMC TRACTOR TRAILER	C2943 1 8		\$ 60,144	\$ 60,144	\$ -	\$ 60,144
T4	1997 VOLVO 5TH WHEEL TRACTOR TRUCK	L3334 3 8		\$ 81,099	\$ 81,099	\$ -	\$ 81,099
T7	1997 VOLVO 5TH WHEEL TRACTOR TRUCK	L3334 2 8		\$ 81,099	\$ 81,099	\$ -	\$ 81,099
T8	1997 VOLVO 5TH WHEEL TRACTOR TRUCK	L3335 5 8		\$ 81,099	\$ 81,099	\$ -	\$ 81,099
T9	1997 VOLVO 5TH WHEEL TRACTOR TRUCK	L3335 6 8		\$ 81,099	\$ 81,099	\$ -	\$ 81,099
R3A	200 1 2002 ROLL- OFF TRUCK (VOLVO)	K2427 4 8		\$108,98 7	\$108,98 7	\$ -	\$108,98 7
R4	1994 WHITE ROLL-OFF TRUCK #1	L3333 5 8		\$ 74,493	\$ 74,493	\$ -	\$ 74,493
R5	1994 WHITE ROLL-OFF TRUCK #2	L5089 9 8		\$ 74,493	\$ 74,493	\$ -	\$ 74,493

R8A	2005	2005 VOLVO - ROLL-OFF	L62721	8	\$122,000	\$ 83,875	\$ 15,250	\$ 99,125
R9	2002	2002 VOLVO ROLL-OFF	K33851	8	\$108,987	\$108,987	\$-	\$108,987
R10	2006	2006 VOLVO - ROLLOFF	M15625	8	\$121,186	\$68,166	\$15,148	\$83,314
R11	2006	2006 VOLVO - ROLL OFF	M15626	8	\$121,186	\$68,166	\$15,148	\$83,314
PU-1		1994 GMC PICK- UP TRUCK	L33362	8	\$17,313	\$17,313	\$-	\$17,313
PU-3		1995 GROUND PICK-UP GMC TRUCK	L50890	8	\$21,401	\$21,401	\$-	\$21,401
PU-4	2000	2000 CHEVY- SILVERADO LS 1500 P/U	L33358	8	\$20,950	\$20,950	\$-	\$20,950
PU-5	2002	2002 CHEVROLET PU5	K26160	8	\$25,289	\$25,289	\$-	\$25,289
H2O		1982 FORD WATER TRUCK off ins	C29449	8	\$18,500	\$18,500	\$-	\$18,500
	2008	2008 TOYOTA PRIUS	M47313	8	\$25,068	\$9,402	\$4,701	\$14,103
						<u>[#M47313: A/D at 12/31/2011 s/b 10,969]</u>		
	2010	2011 FORD INTERNATIONA L MAINT. TRUCK	M70219	8	<u>\$28,687</u>	<u>\$1,793</u>	<u>\$3,586</u>	<u>\$5,379</u>
					<u>\$1,273.08</u>	<u>\$1,086.35</u>	<u>\$ 53,833</u>	<u>\$1,140,188</u>
					<u>0</u>	<u>5</u>		

# RRA Asset List - Furniture

		Est Life	Original Cost	A/D 2010	2011 Depreciation	A/D 2011
06/15/93	USED DESKS, CHAIRS, PANELS	10	\$ 1,463	\$ 1,463	\$ -	\$ 1,463
06/25/93	10 FILE CABINETS(LEGAL/LETTER)	10	\$ 1,426	\$ 1,426	\$ -	\$ 1,426
	SCANNER	10	\$ 1,500	\$ 1,500	\$ -	\$ 1,500
	MERLIN TELEPHONE	10	\$ 1,440	\$ 1,440	\$ -	\$ 1,440
	OVERHEAD PROJECTOR	10	\$ 1,510	\$ 1,510	\$ -	\$ 1,510
	CHAIRS (14)	10	\$ 1,912	\$ 1,912	\$ -	\$ 1,912
	FILE CABINETS (3)	10	\$ 1,357	\$ 1,357	\$ -	\$ 1,357
(9) 01/26/94	N.Y. COMM.	10	\$ 12,525	\$ 12,525	\$ -	\$ 12,525

As of: Thursday, September 20, 2012

(9)	02/15/94	REST ASSURED ALARM	10	\$	3,441	\$	3,441	-	\$	3,441
(12)	03/09/94	N.Y.TEL - PHONE SYSTEM	10	\$	378	\$	378	-	\$	378
(18)	06/06/94	AMER. PRINT F&F	10	\$	1,710	\$	1,710	-	\$	1,710
(18)	06/20/94	HV OFFICE FURNITURE	10	\$	4,996	\$	4,996	-	\$	4,996
(19)	07/01/94	HV F&F	10	\$	2,429	\$	2,429	-	\$	2,429
(21)	08/08/94	HV F&F	10	\$	1,763	\$	1,763	-	\$	1,763
(21)	08/31/94	NY COMM-SAC EQUIP.	10	\$	1,895	\$	1,895	-	\$	1,895
(23)	09/08/94	TIMELY SIGNS	10	\$	1,500	\$	1,500	-	\$	1,500
(27)	12/09/94	MID HUDSON V E.F.C.U.	10	\$	1,000	\$	1,000	-	\$	1,000
(47)		2 port radios w/chg(1 mobile)	10	\$	2,030	\$	2,030	-	\$	2,030
(53)		2 mobile radios w/antenna	10	\$	1,790	\$	1,790	-	\$	1,790
(58)		Ulster Scalehouse	10	\$	4,597	\$	4,597	-	\$	4,597
2003		Crosspoint Phone Sys. (res 1813)	10	\$	5,957	\$	4,469	\$	596	\$ 5,065
2007		Stationary Shelving (Record Rooms)	10	\$	7,961	\$	2,786	\$	796	\$ 3,582
2008		Records Room Ladder	10	\$	1,070	\$	268	\$	107	\$ 375
2008		Board Room Carpet	10	\$	1,900	\$	475	\$	190	\$ 665
2008		VMF Toilet	10	\$	1,165	\$	292	\$	117	\$ 409
					<u>\$ 68,715</u>	<u>\$ 58,952</u>	<u>\$ 1,806</u>		<u>\$ 60,758</u>	

# RRA Asset List - Software

		Est Life	Original Cost	A/D 2010	2011 Depreciation	A/D 2011
1514,1528	<u>2001</u> Etek Accounting Software	3	\$ 13,511	\$ 13,511	\$ -	\$ 13,511
Res.1808	<u>2003</u> PC Scale Software	3	\$ 12,380	\$ 12,380	\$ -	\$ 12,380
	<u>2008</u> SQL Server 2005 (Std Ed w/5 cal's)	3	\$ 1,211	\$ 1,010	\$ 201	\$ 1,211
	Etek Acct'g Software Upgrade	3	<u>\$ 2,025</u>	<u>\$ 1,688</u>	<u>\$ 337</u>	<u>\$ 2,025</u>
			<u>\$ 29,127</u>	<u>\$ 28,589</u>	<u>\$ 538</u>	<u>\$ 29,127</u>

# RRA Asset List - Computers

	Est Life	Original Cost	A/D 2010	2011 Deprec	A/D 2011
<u>2002</u>					
DELL SERVER - POWER EDGE 1400SC (2202309)	5	\$ 3,108	\$ 3,108	\$ -	\$ 3,108
<u>2007</u>					
Network upgrades (Advanced Computer)	5	\$ 2,769	\$ 1,939	\$ 554	\$ 2,493
<u>2008</u>					
Dell desktops w/modem (3)	5	\$ 3,727	\$ 1,865	\$ 746	\$ 2,611
Dell desktops w/o modem (8)	5	\$ 9,509	\$ 4,755	\$ 1,902	\$ 6,657
Dell 2003 server	5	\$ 5,081	\$ 2,540	\$ 1,016	\$ 3,556
Dell recycling laptop	5	\$ 1,584	\$ 792	\$ 317	\$ 1,109
Dell office laptop	5	\$ 1,276	\$ 638	\$ 255	\$ 893
Sharp AR-M317 copier	5	\$ 4,661	\$ 2,330	\$ 932	\$ 3,262
<u>2010</u>					
Dell ops/safety laptop	5	\$ 1,505	\$ 151	\$ 301	\$ 452
<u>2011</u>					
Sharp MX2600N copier/fax/scanner	5	\$ 6,561	\$ -	\$ 656	\$ 656
Untangle Box	5	\$ 1,200	\$ -	\$ 120	\$ 120
		<u>\$ 40,981</u>	<u>\$ 18,118</u>	<u>\$ 6,799</u>	<u>\$ 24,917</u>

# RRA Asset List - WFT

		DESCRIPTION	PLATE #	Est Life	Original Cost	A/D 2010	2011 Depreciation	A/D 2011
TL15A	2003	MANAC W/F TRAILER	K40938	8	\$ 44,150	\$ 41,393	\$ 2,757	\$ 44,150
TL19	2000	FABREX W/F TRAILER	L50896	8	\$ 45,400	\$ 45,400	\$ -	\$ 45,400
TL20	2001	FABREX W/F TRAILER	M15629	8	\$ 44,150	\$ 44,150	\$ -	\$ 44,150
TL8a	2003	FABREX W/F TRAILER	L74967	8	\$ 44,150	\$ 41,393	\$ 2,757	\$ 44,150
TL9a	2003	FABREX W/F TRAILER	L74966	8	\$ 44,150	\$ 41,393	\$ 2,757	\$ 44,150
TL22	2004	FABREX W/F TRAILER	L58893	8	\$ 45,988	\$ 37,369	\$ 5,749	\$ 43,118
TL23	2004	FABREX W/F TRAILER	L58892	8	\$ 45,988	\$ 37,369	\$ 5,749	\$ 43,118
		LEACHATE STORAGE TRAILER	45988	8	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
		LEACHATE STORAGE TRAILER		8	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
		LEACHATE STORAGE TRAILER		8	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
		LEACHATE STORAGE TRAILER		8	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
		LEACHATE STORAGE TRAILER		8	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
		LEACHATE STORAGE TRAILER		8	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
TANK2	2000	FLUIDMASTER VACCUUM	L65159	8	<u>\$ 28,550</u>	<u>\$ 28,550</u>	<u>\$ -</u>	<u>\$ 28,550</u>
					<u>\$ 402,526</u>	<u>\$ 377,017</u>	<u>\$ 19,769</u>	<u>\$ 396,786</u>

# RRA Asset List - Equipment

	Est. Life	Original Cost	A/D 2010	2011 Depreciation	A/D 2011	
(168) ROLL-OFF CONTAINERS	8	\$667,894	\$667,894	\$ -	\$667,894	
(20) Roll-off Containers (15-40yd;5-10yd)	12	\$ 79,667	\$ 43,154	\$ 6,639	\$49,793	
Self Contained Compactor (MRF)Universal 250sj	614155	12	\$22,194	\$ 12,025	\$ 1,850	\$13,875
COMMUNICATION SYSTEM	10	\$ 6,310	\$ 6,310	\$ -	\$ 6,310	
SCALE/SCALEHOUSE AT NEW PALTZ	15	\$ 21,009	\$ 21,009	\$ -	\$ 21,009	
SCALE/SCALEHOUSE AT LLOYD	15	\$ 30,830	\$ 30,830	\$ -	\$ 30,830	
NORTHEASTERN SCALE/SAC SCALE	15	\$ 34,018	\$ 34,018	\$ -	\$ 34,018	
NE SCALE - TYRELL INDICATOR	8	\$ 2,990	\$ 2,990	\$ -	\$ 2,990	
ALBANY AVENUE GARAGE - 2 PLOWS	8	\$ 4,950	\$ 4,950	\$ -	\$ 4,950	
HERMAN - BOB CAT SWEEPER	8	\$ 2,571	\$ 2,571	\$ -	\$ 2,571	
ALUND. CONST. ROCHESTER SCALE	8	\$ 2,400	\$ 2,400	\$ -	\$ 2,400	
HARRIS WASTE MGMT. - MOSELEY BALER	20	\$121,326	\$100,089	\$ 6,066	\$106,155	
(5)LIFT TRUCK HOPPERS	8	\$ 3,408	\$ 3,408	\$ -	\$ 3,408	
SKID STEER LOADER	12	\$ 16,168	\$ 16,168	\$ -	\$ 16,168	
			\$			
SCALE AT ROCHESTER	15	\$ 8,840	8,840	\$ -	\$ 8,840	
		\$	\$			
BALER	20	225,321	174,623	\$ 11,266	\$185,889	
		\$	\$			
2 COMPACTORS W/2BOXES (ROCHESTER)	8	85,000	85,000	\$ -	\$ 85,000	
		\$	\$			
BALER COVER AND PARTS	8	2,573	2,573	\$ -	\$ 2,573	
		\$	\$			
SAUGERTIES COMPACTOR + (2) CONTAINER	8	24,135	24,135	\$ -	\$ 24,135	
		\$	\$			
ULSTER SCALEHOUSE	8	4,324	4,324	\$ -	\$ 4,324	

SANDING UNIT	8	\$ 4,000	\$ 4,000	\$ -	\$ 4,000
2 RADIOS	8	\$ 1,996	\$ 1,996	\$ -	\$ 1,996
COPIER	8	\$ 1,497	\$ 1,497	\$ -	\$ 1,497
GARDEN TRACTOR	8	\$ 3,437	\$ 3,437	\$ -	\$ 3,437
SWEEPER ATTACHMENT	8	\$ 10,940	\$ 10,940	\$ -	\$ 10,940
FordBackhoe (New Holland 555E) Ford03/31/97	12	\$ 41,403	\$ 41,403	\$ -	\$ 41,403
Ford Backhoe (New Holland 555E) Ford07/97	12	\$ 41,403	\$ 41,403	\$ -	\$ 41,403
Bob Cat Skidsteer loader	12	\$ 14,402	\$ 14,402	\$ -	\$ 14,402
Bob Cat Skidsteer loader	12	\$ 16,168	\$ 16,168	\$ -	\$ 16,168
Kalamar Fork Lift	12	\$ 16,995	\$ 16,995	\$ -	\$ 16,995
Yale Fork Lift	12	\$ 17,924	\$ 15,687	\$ 1,494	\$ 17,181
SamSung Loader (license plate C43998)	12	\$ 84,636	\$ 84,636	\$ -	\$ 84,636
SamSung Excavator	12	\$ 100,000	\$ 100,000	\$ -	\$ 100,000
Articulatin Ariel Lift	12	\$ 36,414	\$ 22,762	\$ 3,035	\$ 25,797
Daewoo Excavator GRAPPLE	12	\$ 8,500	\$ 5,310	\$ 708	\$ 6,018
C&D GRINDER #27B551126	12	\$ 388,500	\$ 275,189	\$ (64,751)	\$ 210,438
Excavator Grappler	12	\$ 12,950	\$ 9,173	\$ 2,698	\$ 11,871
Wheeled Loader - New Paltz	8	\$ 123,713	\$ 69,588	\$ 15,464	\$ 85,052
2006 CAT 950H Wheel Loader	8	\$ 255,000	\$ 143,438	\$ 31,875	\$ 175,313
320c Excavator	8	\$ 206,000	\$ 90,125	\$ 25,750	\$ 115,875
320CL Hydraulic Excavator w/grapple	8	\$ 137,975	\$ 60,364	\$ 17,247	\$ 77,611

Motor - Samsung excavator (Phase II Diesel/Tyler Equipment Corp)	8	\$ 8,445	\$ 3,696	\$1,056	\$ 4,752
Viking Plow & Hook	8	\$ 13,394	\$ 4,185	\$1,674	\$ 5,859
Bobcat Skidsteer Loader	8	\$ 26,485	\$ 8,277	\$3,311	\$ 11,588
CAT 930H Wheel Loader	8	\$ 137,500	\$ 25,782	\$ 17,188	\$ 42,970
(10) 40 yard rolloff containers	8	\$ 46,375	\$ 8,695	\$ 5,797	\$ 14,492
RJ 450 configured item (compactor plus install costs)	8	\$ 17,414	\$ 1,088	\$ 2,177	\$ 3,265
compaction container	8	\$ 6,840	\$ 428	\$ 855	\$ 1,283
compaction container	8	\$ 6,840	\$ 428	\$ 855	\$ 1,283
Bobcat skidsteer loader S630	8	\$ 23,632	\$ 1,477	\$ 2,954	\$ 4,431
Plow (for Maintenance truck PU6)	8	\$ 4,410	\$ 276	\$ 551	\$ 827
RJ 450 configured item (compactor plus install costs)	8	\$ 17,281	\$-	\$ 1,080	\$ 1,080
compaction container	8	\$ 7,553	\$-	\$ 472	\$ 472
compaction container	8	\$ 7,553	\$-	\$ 472	\$ 472
Mig Welder	8	\$ 1,910	\$-	\$ 119	\$ 119
Ranger 225 Engine Drive Welder	8	\$ 3,205	\$-	\$ 200	\$ 200
TOTAL		<u>\$3,218,619</u>	<u>\$2,330,156</u>	<u>\$ 98,102</u>	<u>\$2,428,258</u>

As of: Thursday, September 20, 2012

# RRA Asset List - Buildings

	Est. Life	Original Cost	A/D 2010	2011 Depreciation	A/D 2011
Admin Office	50	\$486,095	\$111,803	\$9,722	\$ 121,525
VMF	50	\$1,424,684	\$256,446	\$28,494	\$ 284,940
MRF	50	\$3,995,248	\$679,192	\$79,905	\$ 759,097
Ulster T.S.	50	\$1,321,536	\$211,447	\$26,431	\$ 237,878
Fiber Optic Cable	50	\$115,872	\$17,378	\$2,317	\$ 19,695
Fall Protection Sys.	50	\$4,815	\$720	\$96	\$ 816
Roof Insulaton	50	\$7,067	\$1,058	\$141	\$ 1,199
Fire Alarm	50	\$16,601	\$2,490	\$332	\$ 2,822
Ulster scalehouse	50	\$17,500	\$4,025	\$350	\$ 4,375
New Paltz T.S.	50	\$1,059,713	\$275,523	\$21,194	\$ 296,717
Floor Repairs	50	\$19,800	\$2,970	\$396	\$ 3,366
Fire Sprinkler	50	\$25,600	\$3,840	\$512	\$ 4,352
Security Gate	50	\$1,500	\$225	\$30	\$ 255
New Paltz Scalehouse	50	\$17,500	\$4,550	\$350	\$ 4,900
Ulster Scales-railings	5	\$4,928	\$3,451	986	\$ 4,437
Ulster L.F Electrical	50	\$155,000	\$20,150	\$3,100	\$ 23,250
Fuel Depot	50	\$161,400	\$20,982	\$3,228	\$ 24,210
Trash Conveyor	50	\$116,415	\$15,132	\$2,328	\$ 17,460
2003 additions	50	\$131,867	\$19,778	\$2,637	\$ 22,415
2004 additions	50	\$381,557	\$49,602	\$7,631	\$ 57,233
2005 additions	50	\$52,378	\$5,764	\$1,048	\$ 6,812
2006 additions	50	\$69,068	\$6,215	\$1,381	\$ 7,596

UTS door #2	5	\$10,000	\$7,000	\$2,000	\$ 9,000
MRF improvements (baler)	5	\$20,689	\$14,483	\$4,138	\$ 18,621
MRF improvements (glass crusher)	5	\$30,036	\$21,025	\$6,007	\$ 27,032
Site improvements (paving/speed bumps)	5	\$17,975	\$12,583	\$3,595	\$ 16,178
UTS door #6	5	\$8,358	\$4,180	\$1,672	\$ 5,852
UTS Floor repairs	5	\$27,998	\$14,000	\$5,600	\$ 19,600
UTS site improvements	10	\$233,232	\$34,985	\$23,323	\$ 58,308
UTS door #7	5	\$7,292	\$2,187	\$1,458	\$ 3,645
MRF improvements (baler reline)	5	\$26,000	\$7,800	\$5,200	\$ 13,000
13 High Bay light fixtures/lamps (UTS)	5	\$3,994	\$1,198	\$799	\$ 1,997
MRF emergency ladder	10	\$3,600	\$180	\$360	\$ 540
VMF water softener system	10	\$3,024	\$151	\$302	\$ 453
VMF boiler vessel (heater)	10	\$8,429	\$421	\$842	\$ 1,263
Carport (T/O Saugerties compactor)	10	\$1,121	\$56	\$112	\$ 168
MRF improvements (infeed belt)	5	\$43,524	\$-	\$ 4,352	\$ 4,352
NPTS improvements (knee wall)	10	\$46,242	\$-	\$ 2,312	\$ 2,312
Fuel Depot secondary containment	20	<u>\$128,120</u>	<u>\$-</u>	<u>\$ 3,203</u>	<u>\$ 3,203</u>
		<u>\$10,205,776</u>	<u>\$1,832,990</u>	<u>\$257,884</u>	<u>\$2,090,874</u>

# RRA Asset List - Land

	Est Life	Original Cost	A/D 2010	2011 Depreciation	A/D 2011
Original Purchase	N/A	\$595,000	N/A	N/A	N/A
Buffer planting project (2009)	N/A	<u>\$88,172</u>	N/A	N/A	N/A
		<u>\$683,172</u>			

# RRA Asset List - Infrastructure

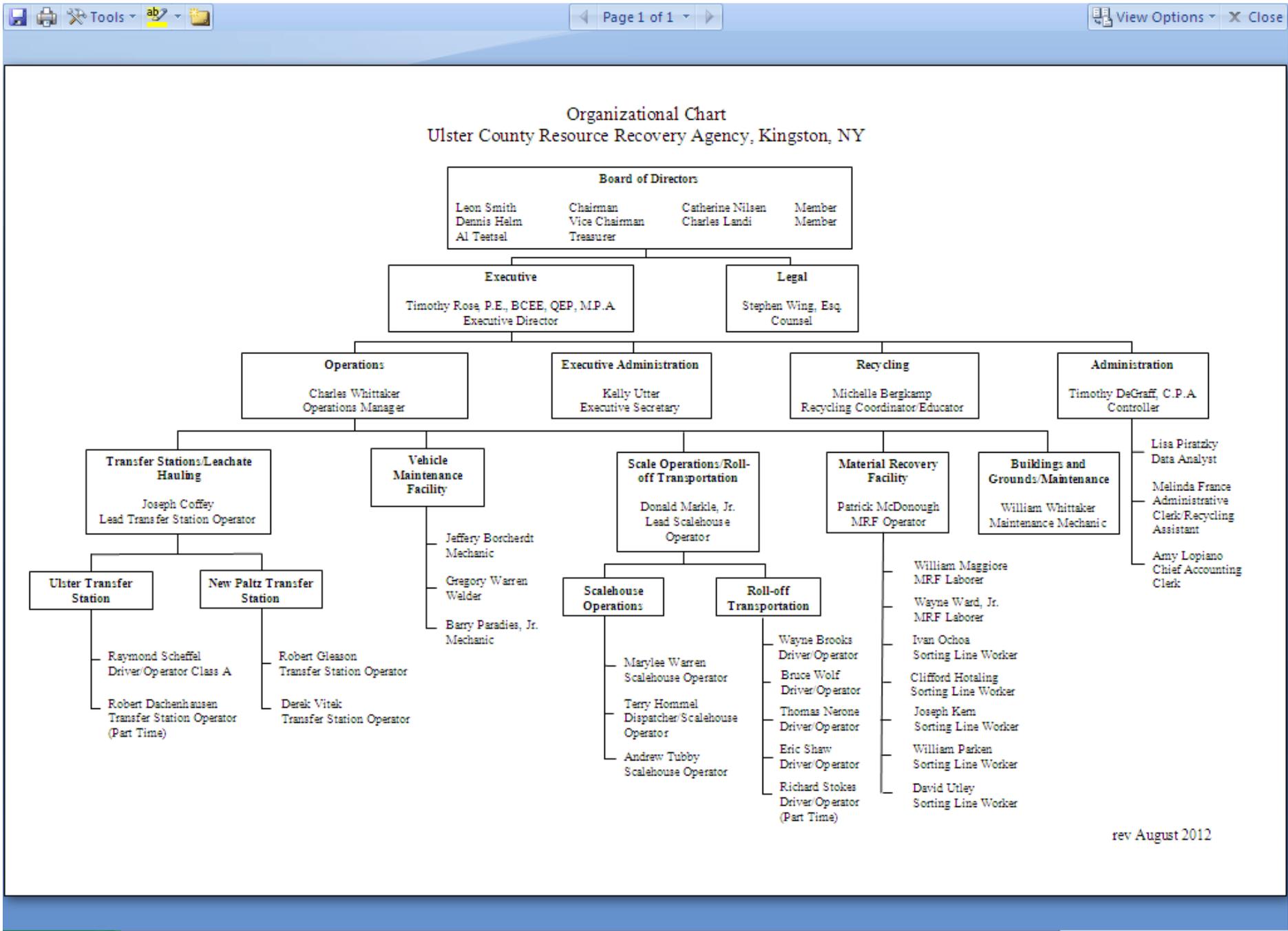
	Est. Life	Original Cost	A/D 2010	2011 Depreciation	A/D 2011
<b><u>2011</u></b>					
MRF/UTS chain link fence (litter control)	20	\$6,046	\$ -	\$151	\$151

# RRA Asset List - Surplus Sales

Special Committee on the Future of the RRA - Book #3 | 9/10/12

<b>SOLD IN AUGUST</b>			<b>Original</b>	<b>2011</b>	<b>A/D</b>	<b>Book</b>	<b>Selling</b>				
<b>(8) ROLL-OFF CONTAINERS</b>						<b>Cost</b>	<b>Depreciation</b>	<b>at Disposal</b>	<b>Value</b>	<b>Price</b>	<b>Gain/Loss</b>
			\$31,804	\$ -	\$31,804	\$ -	\$ 7,340	\$ 7,340			
<b>SOLD AUGUST</b>			<b>Original</b>	<b>2011</b>	<b>A/D</b>	<b>Book</b>	<b>Selling</b>				
			<b>Cost</b>	<b>Depreciation</b>	<b>at Disposal</b>	<b>Value</b>	<b>Price</b>	<b>Gain/Loss</b>			
TL21	2001	K24181	\$44,150	\$ -	\$44,150	\$ -	\$ 7,700	\$ 7,700			
	Res 1327, req 7										
	FABREX W/F TRAILER										
	2A9SWF9B71T053467										
<b>SOLD/SCRAPPED JULY/AUGUST</b>			<b>Original</b>	<b>2011</b>	<b>A/D at</b>	<b>Book</b>	<b>Selling</b>				
			<b>Cost</b>	<b>Depreciation</b>	<b>Disposal</b>	<b>Value</b>	<b>Price</b>	<b>Gain/(Loss)</b>			
M1		L33357	\$47,632	\$ -	\$47,632	\$ -	\$ 1,757	\$ 1,757			
	1995 GMC MAINT. TRUCK										
	1GDJK34F3SE533914										
	C43969										
<b>SCRAPPED NOVEMBER</b>			<b>Original</b>	<b>2011</b>	<b>A/D at</b>	<b>Book</b>	<b>Scrap</b>	<b>Disposal</b>	<b>Value</b>	<b>Price</b>	<b>Gain/Loss</b>
			<b>Cost</b>	<b>Depreciation</b>	<b>Disposal</b>	<b>Value</b>	<b>Price</b>	<b>Gain/Loss</b>			
res. 2052,2053,2061											
& 2062	MRF improvements (infeed belt)					\$61,976	\$ 6,198	\$ 49,581	\$12,395	\$ -	\$ (12,395)
<b>SCRAPPED MAY</b>			<b>Depreciation</b>	<b>Disposal</b>	<b>Value</b>	<b>Price</b>	<b>Gain/Loss</b>				
Res.1782 #33	LEXMARK Printer scanner fax copier				\$ 3,297	\$ -	\$ 3,297	\$ -	\$ -	\$ -	\$ -
<b>SCRAPPED IN PRIOR YEARS</b>			<b>Original</b>	<b>2011</b>	<b>A/D at</b>	<b>Book</b>	<b>Scrap</b>				
			<b>Cost</b>	<b>Depreciation</b>	<b>Disposal</b>	<b>Value</b>	<b>Price</b>	<b>Gain/Loss</b>			
(21)08/08/94			\$84,636	\$ -	\$84,636	\$ -	\$ -	\$ -			
	KEIL - FRONT END LOADER										

As of: Thursday, September 20, 2012



# Communication from LWV

League of Women Voters Mid-Hudson Region

[www.lwvmidhudson.org](http://www.lwvmidhudson.org)

845-340-2003

August 8, 2012

Chairman Belfiglio and Members of the Environmental, Energy and Technology Committee

Re: UCRRA Restructuring Proposal

Dear Legislators,

The League of Women Voters of the Mid Hudson Region's Solid Waste Committee (LWVSWC) would like to thank Legislators Wishnick and Belfiglio for placing *A Proposal to Enhance the Environmental and Financial Sustainability of Ulster County's Solid Waste System* (July 5, 2012) on the floor for discussion. The proposal was thoughtful and informative and gives a solid base to launch further study and action. The Solid Waste Committee would like to share some ideas for your consideration.

In Section VII, it is recommended that a "Solid Waste System Advisory Panel" be formed by the Legislature. The LWVSWC agrees that there should be more involvement by the public. The present confines of the UCRRA Board limit the public's ability to help with Solid Waste policy. Before the original UCRRA was instituted, there was a Citizens Advisory Committee (CAC) that helped guide policy and developed the original Ulster County Solid Waste Plan. Perhaps that group disbanded prematurely, because their abilities would have assisted the Agency as it began functioning. We agree that there should be representation from municipalities and haulers. In addition, the Advisory Panel could also consist of members of the public who have a background in materials management, energy and the environment. If the Legislature created this Panel immediately, it could help advise the County Legislature as it confronts the issues associated with solid waste management.

In Section VII, there is a discussion of dissolving UCRRA, selling the assets and exiting solid waste management. The proposal does a good job listing the pros and cons:

a) Advantages:

- No further bonding required for UCRRA capital improvements
- The remaining debt will be a defined dollar amount with a payoff date
- Changing landfill fees, fuel costs and commodity markets and operational issues will no longer be a budgetary concern.

b) Disadvantages:

- Prior to taking this action, the DEC must approve an amended Ulster County solid waste plan showing an acceptable strategy to comply with state recycling and solid waste mandates. Approval is not a certainty.

As of: Thursday, September 20, 2012

- The purchaser of UCRRA’s assets is likely to be a large waste hauler who would be given a huge competitive advantage.
- UCRRA assets are believed to be worth only a small fraction of current debt.
- Outstanding bonds may be callable upon dissolving the UCRRA. This could mean an immediate payment close to \$30 million for all outstanding principle and interest. If refinanced, the annual debt payments will be significantly higher than \$2.8 million currently owed by UCRRA since the principle would be higher.
- After ending UCRRA operations, the County would still be responsible for leachate disposal, ground water monitoring and other closure responsibilities at the Lloyd, New Paltz and Ulster landfills until at least 2027. Current costs are about \$200,000 annually.
- State legislative action is required to abolish the UCRRA\*

*\*(A UCRRA Restructuring Proposal)*

To the disadvantages we would like to add:

- The County would still be the planning unit responsible for carrying out the Local Solid Waste Management Plan.
- The County would have to reimburse the state for almost \$1,347,000 for facilities and equipment paid for with state grants
- Ulster County and its citizens would lose solid waste representation in the Mid-Hudson Sustainability Plan.
- The private sector would most likely not provide the level of recycling and composting that Ulster County residents and businesses are accustomed to.
- The ability to address long-range sustainability issues would be diminished.
- Municipalities, institutions and businesses will be at the whim of the market.
- A totally open market could increase greenhouse gas emissions due to increased collection and transportation, including greater redundancy of routes.
- Taking over the debt of UCRRA could cause the County to go over the 2% tax cap.
- The County would forgo the potential revenue that could be generated by flow control to pay off the existing debt and to fund recycling and composting. It would also forgo the opportunity to effectively site a landfill, which could provide further revenue and vastly reduce cost of export and the emission of vast greenhouse gases associated with long distance transportation.
- The public has become accustomed to UCRRA’s collection of household hazardous waste, electronics and pharmaceuticals. How would that void be filled?

Once again, we applaud the fact that the Legislative Committee has offered a bipartisan reasoned proposal. The LWVSWC would welcome the opportunity to be a resource to the Committee as you move forward.

Sincerely,

Dare Thompson, President

Cindy Lanzetta, Chairman Solid Waste Committee

As of: Thursday, September 20, 2012

**DUTCHESS COUNTY  
RESOURCE RECOVERY AGENCY**

**FLOW CONTROL  
&  
SOLID WASTE MANAGEMENT ALTERNATIVES**

**SEPTEMBER 2009**

**GERMANO & CAHILL, P.C.**  
Michael J. Cahill, Esq.  
Amy Hallion

**GERHARDT, LLC**  
Hans G. Arnold

**TABLE OF CONTENTS**

	<u>Page No.</u>
<b><u>EXECUTIVE SUMMARY</u></b>	1
<b>E-I. <u>SUMMARY OF CURRENT CONDITIONS</u></b>	1
<b>E-II. <u>RECOMMENDED OBJECTIVES</u></b>	4
<b>A. <u>Green the System</u></b>	4
<b>B. <u>Level the Playing Field</u></b>	4
<b>C. <u>Optimize Waste-to-Energy</u></b>	5
<b>E-III. <u>FINDINGS AND RECOMMENDATIONS</u></b>	5
<b>A. <u>Existing System and Waste Stream</u></b>	6
1. <u>Waste Volumes and Collection Practices</u>	6
2. <u>Finances</u>	8
3. <u>Facilities and Programs</u>	10
<b>B. <u>Long-Term Environmental Goals</u></b>	13
<b>C. <u>Flow Control and Modernization of the Waste Management System</u></b>	15
<b>D. <u>Transition</u></b>	16
<b>E. <u>Future Financial Structure</u></b>	18
1. <u>Agency Debt and Continued Operation of the RRF</u>	18
2. <u>Green Fee</u>	20
<b>F. <u>Specific Actions Recommended</u></b>	22
<b>I. <u>SUMMARY OF CURRENT CONDITIONS</u></b>	24
<b>A. <u>System History</u></b>	24
<b>B. <u>Waste Volumes &amp; Characteristics</u></b>	27
1. <u>County Characteristics</u>	27
2. <u>Waste Profile</u>	29
3. <u>Current Collection Practices</u>	32

<b>C.</b>	<b><u>Financial Structure</u></b>	34
1.	<u>Revenues</u>	36
2.	<u>Expenditures</u>	41
<b>D.</b>	<b><u>Economic Outlook</u></b>	43
1.	<u>Economics of RRF Operations and the Net Service Fee</u>	43
2.	<u>Market Competition: Landfill and Transportation Costs</u>	44
3.	<u>Energy Revenues</u>	47
<b>II.</b>	<b><u>FINDINGS AND RECOMMENDATIONS FOR SYSTEM COMPONENTS</u></b>	49
<b>A.</b>	<b><u>Long-Term Environmental Improvements</u></b>	49
<b>B.</b>	<b><u>Recycling and the Materials Recovery Facility (MRF)</u></b>	53
1.	<u>Process and Technology</u>	53
2.	<u>MRF Service Agreement</u>	54
3.	<u>Recommendation: Improve Recycling—Move Toward Single Stream</u>	56
<b>C.</b>	<b><u>Green Waste Composting</u></b>	59
<b>D.</b>	<b><u>Household Hazardous Waste</u></b>	61
<b>E.</b>	<b><u>Resource Recovery Facility</u></b>	62
1.	<u>Overview</u>	62
2.	<u>History</u>	63
3.	<u>Design</u>	64
4.	<u>Performance</u>	65
5.	<u>Costs</u>	67
6.	<u>Long-Term Maintenance and Operations Improvements for the RRF</u>	70
7.	<u>Specific Facility Improvements</u>	73
<b>F.</b>	<b><u>Landfill</u></b>	77
<b>G.</b>	<b><u>Transition: Establish Multiple, Convenient Locations for Waste Delivery</u></b>	78
<b>H.</b>	<b><u>Flow Control</u></b>	81
1.	<u>Nature and Uses of Flow Control</u>	82
2.	<u>Legal Challenges to Flow Control</u>	83

3.	<u>Application of Flow Control to Dutchess County</u>	85
4.	<u>Enforcement of a New Flow Control Law in Dutchess County</u>	87
I.	<u>Future Financial Structure</u>	93
1.	<u>Closure or Sale Not Recommended</u>	93
2.	<u>Green Fee</u>	96
III.	<u>SPECIFIC RECOMMENDED ACTIONS AND SCHEDULE</u>	104
	<u>APPENDICES</u>	106
	<u>TABLES</u>	107

## EXECUTIVE SUMMARY

Germiano & Cahill, P.C., together with Gerhardt LLC have been engaged by the Dutchess County Resource Recovery Agency ("DCRRA" or the "Agency") to participate with an advisory team consisting of representatives of the Agency, local municipalities, the private sector, and Dutchess County officials to assess "the advisability of re-implementing solid waste flow control in Dutchess County as a primary means of minimizing the County's financial support of the Dutchess County Resource Recovery Agency while assuring environmentally-sound and low-cost waste disposal to County residents." This report examines the solid waste services provided by the Agency, the performance of Agency facilities, and the costs passed on to Dutchess residents and businesses through tipping fees charged to users of Agency facilities and financial support from the County. It should be noted that although this report contains substantial information that can serve as the foundation for the Dutchess Local Solid Waste Management Plan (LSWMP) required by the State Department of Environmental Conservation for submission in 2010, it is not intended to supplant the LSWMP.

### **E-1. SUMMARY OF CURRENT CONDITIONS**

The Agency cannot currently secure sufficient waste revenues to operate its facilities and provide services to the public without subsidy from the County. The Agency's primary revenue source is the fee charged for the delivery of non-recyclable solid waste to the Agency's waste-to-energy Facility at Sand Dock Road in Poughkeepsie.<sup>1</sup> The core of the problem is that the Agency has no means of attracting waste to the RRF except by keeping the tipping fee competitive with the cost of transporting local waste to distant landfills. Eighty percent of the waste generated in Dutchess County is collected by private waste haulers, who are under no obligation to use Agency facilities, and can

<sup>1</sup> This fee is commonly referred to as a tip fee or tipping fee which is assessed on a per ton basis for the discharge of waste at a disposal facility. Revenue raised by the fee can cover the cost of disposal and, as is the case with the tipping fee at the Agency RRF, other expenses incurred for services such as recycling and household hazardous waste management. When a tipping fee covers more than just disposal costs, or when it covers a facility with higher levels of environmental protection and therefore higher costs, it is very difficult to compete with a facility like a landfill that is much less expensive to build and operate, and provides no other services.

take advantage of low fees at out-of-county facilities if the Agency's fees are not kept low enough, through County subsidy, to attract their business.

At the same time, the Agency's approach to solid waste management through waste-to-energy is fundamentally sound. Waste-to-energy provides far greater environmental benefits than would be obtained if County waste was managed through long-haul disposal at out-of-county landfills. The Agency's Resource Recovery Facility operates well within all New York State Department of Environmental Conservation permit limits for the emission of regulated pollutants. We have applied the US EPA's WARM program which demonstrates that the use of waste-to-energy and recycling compared to landfilling produces significantly lower volumes of greenhouse gases and uses far less energy.

Even greater environmental benefits could be obtained with more efficient employment of the waste-to-energy Facility, in conjunction with substantial improvements to the County's recycling program.

From a financial perspective, County subsidies to the Agency's waste program will continue to be required pending changes in three economic areas: 1) an increase in the market rates for alternative disposal (primarily long-haul transport and disposal) which would allow the Agency's tip fees to be raised proportionately; 2) increases in wholesale energy prices and recyclable commodities marketed by the Agency, providing more direct revenue to the program; and 3) increases in the total non-recyclable tonnage managed by the Agency, which would introduce economies of scale and maximize the use of the waste-to-energy Facility.

The County's subsidy comes through the payment of a Not Service Fee, which arises from the 1984 Solid Waste Disposal Agreement (Disposal Agreement) between the Agency and the County, most recently amended in November 2007. Under the Disposal Agreement, the Not Service Fee represents the difference between all of the Agency's costs for operations, and all of its revenue from all other sources, including tip

fees and revenue from the sale of electric energy and recyclables delivered to the Agency's Materials Recovery Facility in Poughkeepsie. Since 2005, the Agency's costs increased with the installation of environmental improvements at the waste-to-energy Facility mandated by amendments to the federal Clean Air Act and implementing state regulations. But the Agency was not able to raise its tip fees during this period, and as a result, the Net Service Fee from the County has increased from \$1.2 million (2005) to a budgeted \$8.8 million (2009).<sup>2</sup>

Revenues from the sale of electricity generated at the Agency's waste-to-energy Facility increased 43% from 2005 through 2008, holding the actual Net Service Fee payments below budgeted amounts during this period. However, the current economic downturn has sharply reduced the wholesale price paid for electricity. Electric revenues are based on the avoided cost of supplying energy from alternate sources by Central Hudson Gas & Electric (CHG&E), and are supported by a floor price of \$0.06/KWh in the Agency's agreement with CHG&E. In 2008, energy revenues exceeded \$4 million based on avoided costs of \$0.09/KWh, but the current economic downturn has depressed wholesale electric prices severely, and it is unclear when CHG&E's avoided costs will again reach the rates paid by CHG&E for Agency power in 2008.

Revenues from the sale of recyclable materials also increased during the 2005-2008 period, reaching a high of \$493,639.00 in 2008, and net revenues, after payment of processing costs of \$260,418.00. However, recyclable markets also plunged in late 2008, and it is unclear when they will recover.

Moreover, the economic down turn of 2008-2009 has resulted in even lower prices for transport and disposal of waste at landfills. As a result, we see no likelihood that the Agency could substantially increase its revenues and thereby reduce or eliminate

<sup>2</sup> The Agency's initial budgeted figures for the Net Service Fee have historically been very conservative. In 2008, the Agency budgeted \$1.5 million in Net Service Fee Revenue and the actual amount required and paid was \$3.49 million. In 2009, the County budgeted \$6.8 million for the Net Service Fee payment, and it is unclear whether this amount will be required.

County payments of the Net Service Fee in the near term, unless significant changes are made to the structure of the solid waste system in Dutchess County.

We have examined the waste management system established by the Agency to suggest improvements for the short and long term, and to consider the use of flow control as a means of securing the delivery of waste to Agency facilities, and to establish the foundation for a new solid waste management plan for the future.

#### **E-II. RECOMMENDED OBJECTIVES**

Based on a comprehensive review of the Dutchess County solid waste management system, our recommended actions have been developed to meet three (3) objectives:

**A. Green The System** - Improvements in recycling, specifically the development of a new single stream materials recovery facility, can increase the amount of recovered materials, increase participation by residents and businesses, and allow greater efficiency for waste haulers. The Agency has an exemplary record of environmental compliance at the Resource Recovery facility. Actions can be taken to improve the existing household hazardous waste program which will help maintain the performance and emissions record of the RRF. These efforts should be made a priority to help assess the need for additional waste-to-energy capacity for waste that cannot be recycled. Also, new initiatives with the County's major institutions can capture additional organics for recovery and reuse. These initiatives will help decrease the environmental impacts associated with the solid waste generated by the residents, businesses, industries and institutions of Dutchess County.

**B. Level the Playing Field** - The Agency and the County should expand the solid waste system to serve all residents and businesses in the County. Currently, only a portion of the County is served by the RRF and the MRF, yet all County taxpayers subsidize the cost of operating the under-sized system. A county-wide public system can be established through flow control so that all residents are receiving the full-range

of services provided by the DCRRA and all are paying equitably--based upon the amount of waste they generate. Flow control will also guarantee a uniform disposal cost and level playing field for all waste haulers whether they are large or small, public or private.

**C. Optimize Waste-to-Energy** – Flow control of waste generated in Dutchess County can establish a County-wide, full-service waste management system. Such a system would maximize recycling, reduce the amount of non-recyclable waste requiring disposal, and allow the Agency to procure or provide new waste-to-energy capacity for the balance remaining. Operation of the RRF will be improved through reliable supply of waste, greater on-line availability and greater power production and revenue. In the near term, the Agency should commission a thorough study of the condition and life expectancy of the RRF in anticipation of a competitive procurement for a new operator and possible capital improvements after the expiration of the current operating agreement in June 2014.

### **E-III. FINDINGS AND RECOMMENDATIONS**

We have identified several areas in which we believe that the solid waste and recycling services provided by the Agency and the County could be improved. We propose specific changes to the existing solid waste management system, including development of a new single stream materials recovery facility, support to coordinate independent initiatives in green waste composting within the County, increased efficiencies in the generation of electric energy by the Agency's Resource Recovery Facility (RRF), the addition of transfer capability for waste that cannot be processed at the RRF, and in the long term, the expansion of the RRF to add a third combustion train with attendant capacity for the generation and sale of electric power.

We recommend the adoption of new flow control legislation to direct local waste to the public facilities constructed for the County. We also recommend that the public waste system be expanded to assume responsibility for disposal of all municipal solid waste

generated within the County, with a view toward eventually expanding the use of waste-to-energy as the management method for the non-recyclable fraction of the County's waste stream. We recommend that flow control be re-established to secure the delivery of waste and recyclables to the public system, and that the fees charged for Agency services reflect the actual cost of system operations.

We recommend that the County subsidy be phased out through a combination of incremental tip fee increases coupled with action to increase energy revenues and recycling revenues. We recommend that the annual County appropriation for payment of the Net Service Fee be replaced by a permanent volume-based Environmental Service Charge or Green Fee administered by the County to fund specific environmental costs and reserves. The new charge should be a user fee, assessed against real properties in proportion to the amount of solid waste generated at various land use classifications.

**A. Existing System and Waste Stream**

**1. Waste Volumes and Collection Practices**

The United States Census 2007 estimate of the Dutchess County population is 292,746. Unlike most Upstate New York communities, the County has experienced a population growth of approximately 14% since 1990. Most notably, in that same period, the populations of the Towns of Beekman, Pawling and East Fishkill have increased by 30%, 26% and 15%, respectively. During the same period, on a County-wide basis, the number of households has increased by approximately 19%. The number of occupied housing units is estimated in the 2007 Census at 112,110.

We estimate that the total amount of waste generated annually in Dutchess County, exclusive of construction and demolition debris, but including recyclable materials, is approximately 250,000 tons. Of this amount, approximately 10,000 tons is currently recycled through processing at the Agency's Materials Recovery Facility (MRF) in the

Town of Poughkeepsie, including most, if not all of the recyclables collected by the cities, towns and villages in the County. This represents only 4% of the total estimated waste stream. Additional recyclables are collected by the private sector and marketed elsewhere, but figures reported by private haulers to the New York State Department of Environmental Conservation do not necessarily reflect the origin of the material. We estimate that 30,000-35,000 tons (and up to 45,000 tons per year if a single stream system is employed) of recyclable paper and containers generated at County residences could be recovered from the waste stream with proper collection and facilities. Approximately 144,000 to 155,000 tons of non-recyclable waste, or about 57-62% of the total amount generated in the County, is processed at the Agency's RRF each year.

Collection of municipal solid waste is provided by a variety of methods in the County. A total of nine (9) municipalities (Cities of Poughkeepsie and Beacon; Villages of Millerton, Millbrook, Pawling, Rhinebeck, Red Hook, Tivoli and Wappingers Falls) provide public collection either using municipal crews or by competitively-bid contracts. This method of collection covers approximately 21% of the County population. The balance of waste collection, including collection of all waste from commercial sources, is accomplished through private arrangements between waste generators and private haulers. One hauler, Royal Carting, serves approximately 80% of the private market. The tipping fee paid by Royal is subject to an annual negotiation with the Agency. However, the Agency's bargaining position is limited by the options available to Royal, and all haulers -- readily available and inexpensive landfill disposal capacity. Royal's dominant market share coupled with the low cost landfill options and the lack of flow control means that the Agency has little leverage in negotiating an annual tonnage commitment and price. The 2009 agreement with Royal is for 115,000 tons at \$73.75 per ton.

These market factors, therefore, determine what the County Net Service Fee has to be. Obviously these market factors put the Agency and the County in a tenuous position and impede the ability to do any credible long range planning.

Because the Agency's facilities provide limited service, and private haulers control the collection of nearly 80% of the waste generated in the region, (and one hauler has control of most of the market), the residents, businesses, industries and institutions in the County remain in a vulnerable position with regard to sharp price increases, exposure to environmental liability, and marginal recycling and toxics reduction. Because the Agency only handles a portion of the waste generated in the County, it is unable to ensure that all waste is properly handled and that the goals of the Dutchess County Solid Waste Management Plan are met. The exposure of all waste generators in the County to environmental liability for improper disposal is unmitigated because haulers are making decisions on where to dispose of waste based on the lowest tip fee available without regard to potential future environmental problems. The risk of significant price increases caused by fuel price spikes is real, and the continued dependence on long haul to landfill, leaves County generators vulnerable to significant increases in disposal fees at landfills as capacity adjusts to future market conditions. The Agency can take a series of actions that will insure stable costs, increase recycling and energy recovery, and minimize long-term environmental liability for the residents, businesses, industries, and institutions of the County.

## 2. Finances

The Agency's total budgeted expenditures for 2009 are \$22,024,208.00 with \$14,726,215.00 or 67% directly related to the operations of the RRF and residue disposal; \$4,532,098.00 or 21% for debt service; and the remaining \$2,765,897.00 or 12% for operation of the MRF, the HHW program, and all other system management. Annual debt service expense comes from two (2) bond issues. Repayment of the original RRF bonds constitutes \$3.8 million of the annual debt service payment. These bonds will be retired on January 1, 2014, and annual debt service payments thereafter will be reduced to approximately \$1.66 million per year. Agency costs for operation of the RRF are fixed pursuant to a contract with Montenay Dutchess LLC, a subsidiary of

Veolia Environmental SA, which expires in June 2014.<sup>3</sup> Prior to the expiration of that agreement, the Agency will need to procure a new operator for the Facility. In such a procurement, all terms governing the operation of the RRF will be open to competitive procurement and negotiation.

Agency revenues for 2009 are budgeted to derive from three (3) sources: tip fees (\$11,476,500.00 – 52%), the County Net Service Fee (\$6,930,608.00 – 31%) and energy revenue, material revenues and other sources (\$3,617,100.00 – 17%). Agency revenue from tipping fees has fallen in recent years consistent with declines in delivered tonnage: 144,473 tons and \$11.4 million in 2007, 142,814 tons and \$10.5 million in 2008. The County Net service fee payments have correspondingly increased over the same period: \$1.24 million in 2005, \$2.12 million in 2006, \$2.92 million in 2007 and \$3.49 million in 2008. In 2009, the County's budgeted Net Service Fee is \$6.3 million.

Revenue from energy has shown growth in recent years. Actual revenue from the sale of electric energy, including avoided cost revenue, was \$2.93 million in 2004, \$3.84 million in 2005, \$3.17 million in 2006, \$3.53 million in 2007 and \$4.21 million in 2008, an increase of 43.6% over five (5) years. Expressed as a percentage of total Agency revenues, electric revenues from the RRF constituted 18.9% of revenue in 2004, 23.8% in 2005, 17.8% in 2006, 19.3% in 2007 and 21.6% in 2008. Revenues from the sale of recyclable materials have exceeded the cost of operating the MRF in recent years as well. However, both wholesale prices for electricity and commodity prices for recycled materials have declined steeply since late 2008, and it is difficult to forecast when either market will recover its former levels.

<sup>3</sup> On January 10, 2008 Montevue Dutchess, LLC formally changed its name to Veolia Dutchess LLC. No change in the ownership or terms of any agreements was effected by this filing. However, as of this writing the ownership of Veolia Dutchess LLC has been acquired by Covanta Energy Inc., and a change in both name and management is expected.

### 3. Facilities and Programs

MRF - The Agency's Materials Recovery Facility (MRF), located on Fulton Street in the Town of Poughkeepsie, is housed in a building owned by the County and was originally developed by New England CR, Inc. in 1990. It has been operated by Hudson-Baylor Corp. since 2002, and is under a month-to-month operating agreement at present. The Facility is capable of handling up to 18,000 tons of material per year through a dual stream processing system that sorts paper and cardboard, or commingled aluminum, metal, plastic and glass containers on separate sort lines.

The MRF is in poor condition and is equipped with obsolete equipment and technology. It is not capable of handling all of the recyclables generated from residences in the County, and is not susceptible to expansion. While it can continue operations for the near term, we believe it should be replaced by a modern "single stream"<sup>4</sup> Facility with sufficient floor area for tipping and materials storage to accept all of the residential recyclables generated in the County. Based on discussions with industry representatives, it is estimated that a pre-existing building of suitable size could be equipped with modern single stream sorting equipment for a cost of \$6-\$7 million; and a new, fully-equipped building of 50,000 sq. ft. could be constructed for approximately \$12-\$13 million.

HHW - The Agency provides numerous HHW collections at different locations throughout the County to offer a convenient service to residents. Eight (8) such collections are planned for 2009. An even more extensive service could be provided with the construction of a permanent HHW Facility capable of accepting electronic waste, in addition to paints, pesticides and other household hazardous waste. We estimate the cost of construction of such a Facility, on a site owned by the Agency or the County, at approximately \$500,000.00. Ideally, such a facility could be co-located with a new MRF and therefore benefit from available staff and oversight.

<sup>4</sup> A "single stream" recycling facility is one that is capable of receiving and processing a single stream of mixed paper and container recyclable, offering greater convenience to residents, and therefore, higher volume of recoverable material.

Composting - The Agency does not operate any facility for the composting of yard waste or food waste. However, we note that innovative composting programs are underway at the Culinary Institute of America, Vassar College and Bard College. These initiatives are consistent with other public solid waste systems that are targeting institutional food preparation waste as the priority, because it is more easily aggregated and kept free of contaminants. We recommend that the Agency support and cooperate with these programs. Given the scope and performance of these existing programs and facilities, we have not identified the need to develop a public compost facility, at least in the near term. Experience gained with institutional food preparation waste can be evaluated to estimate the feasibility of expanding to other generators and post-consumer waste streams.

Resource Recovery Facility - In 1985, the Agency undertook the procurement of a contract for the design, construction and operation of a 500 tpd resource recovery Facility with the purpose of combusting solid waste to accomplish significant volume reduction, to generate steam for sale as a heating/cooling source, and to generate electric power. A contract was awarded to a subsidiary of Pennsylvania Engineering Corporation, and was constructed at a cost of \$40 million through revenue bond financing by the Agency, with a capital contribution of \$13.4 million in Environmental Quality Bond Act funds from the State of New York.

The Resource Recovery Facility (the RRF or the Facility) is a "mass burn" design, equipped with two (2) O'Connor rotary waterwall combustors, each rated at a maximum capacity of 256 tons per day (tpd), and collectively permitted to operate at an annual average of 450 tpd. The Facility was designed to accommodate the future construction of a third combustor and boiler train, which remains an option for the Agency. The Facility produces steam which is used to generate electric power through a 9.2 MW turbine generator, and can be made available for direct sale for use as a heating source. During the period 1989 through 1998, steam was generated and sold for use at the IBM South Road complex, but in 1998 the sale of steam was discontinued and is not expected to be resumed. The loss of the Facility's steam sales customer represented a

not loss in the efficiency of the Facility, as the installed 9.2 MW turbine generator was not designed to convert the full steam production from the Facility into electricity. The Facility extracts approximately 314 KWh per ton of waste processed.

Operation of the Facility is efficient and it has met its performance warranties. Environmental performance has been excellent, with installation of Maximum Achievable Control Technology (MACT) in 2005, reducing emissions of regulated pollutants to levels well below allowable standards. Cost of Facility operation is in line with the other PEG-designed O'Connor Combustor facility in Islip, New York. The design of the Facility, and its relatively small size, does not afford the Agency the economies of scale that are available in other designs of larger size. However, the useful life of the Facility can be extended for an additional 25-30 years with proper maintenance and investment.

We recommend that the Agency undertake a diagnostic study of the Facility to determine the scope and cost of major maintenance that will be required to extend the life of the Facility for an additional 25-30 years. This effort should be undertaken as soon as possible in order to allow the Agency to plan for future investment, and to prepare for a procurement process to select a new long-term operator for the Facility after 2014. The diagnostic study should include an evaluation of the feasibility and cost of upgrading or replacing the existing turbine generator to increase electric power production, and an evaluation of the feasibility of expanding the capacity of the Facility by adding a third boiler train. We estimate that if recycling capabilities in the County are enhanced, the total amount of remaining processible waste generated in the County may be reduced to approximately 215,000 tpy, or 65,000 tons more than the Facility's current capacity, an amount that may be handled by the addition of a third boiler train.

Special emphasis should be placed upon gathering all relevant information on the condition of the RRF in preparation for the procurement of a new operator. The procurement will allow the Agency to evaluate the future of power markets and the potential for enhancing revenues through the generation of additional electricity, as well

as to revisit all of the provisions of the current operating agreement, including performance guarantees. Sufficient time should be allowed to procure and evaluate proposals, and to negotiate the terms of a new agreement.

We do not recommend that the Agency either close the existing RRF and rely on exporting waste to other communities, or that it construct a new replacement RRF at the same or another location.

#### **B. Long-Term Environmental Goals**

The comprehensive, integrated system approach to solid waste management has been proven effective over the past 20 years in Dutchess County and in other systems across the country. This approach reflects a prioritized commitment to a hierarchy that reduces waste, maximizes material and energy recovery, and landfills only the non-recyclable wastes and the ash residue from energy recovery.

As part of the State's planning process, the Department of Environmental Conservation is increasing and sharpening its policy initiatives in a push toward true waste reduction and high levels of waste recovery. The concept of product stewardship (making product manufacturers responsible for end of life management), is now in legislative proposals in New York and is likely to be the priority policy for the foreseeable future.

Like all other regions of the State, Dutchess County will have to address these new State plans and policy initiatives. Fortunately, the County has already built a strong foundation and can expand and enhance its current system to achieve long-term environmental improvements.

We have examined the overall environmental impact of the County's waste management practices using the US EPA's Waste Reduction Model (WARM) to assess the disposal methods available to the Agency. Currently, approximately 62% of the County's waste stream is managed through application of waste-to-energy technology at

the RRF. Only 4% is recycled and processed at the Agency's MRF, although a substantial volume of material is recycled at private facilities, and minor amounts of green waste are composted through college programs and private facilities. The destination of the balance is landfill disposal, often at a significant distance. Despite distance, landfilling is currently the cheapest alternative available in the waste market.

We believe the County can increase the amount of source-separated recyclables collected and processed from residences to the range of 35,000 to 45,000 tons per year. This could be accomplished if a modern single-stream MRF were established in the region. Single stream technology allows the processing of mixed loads of paper and containers, allowing homeowners to commingle these materials for a single collection instead of separating them and holding each material for alternate pickups. Single stream collection reduces costs for haulers and these savings can be passed back to the consumer. Commercial recycling, practiced by businesses and institutions, can account for additional tonnages. An increase in the fraction of the waste stream that is recycled diverts tonnage from landfills with corresponding environmental benefits.

Composting of green wastes can further reduce the tonnage destined for landfill disposal. Innovative programs are underway at local universities to manage institutional food wastes, which are a source of significant quantities of homogenous material, potentially yielding a marketable material for use as soil amendments, and agricultural products. We estimate that composting can be developed to account for at least 5,000 tons of green waste and institutional food waste in the County each year.

We estimate that the balance of the waste stream, after implementation of recycling initiatives, can be reduced to approximately 215,000 tons/yr. If this tonnage is managed through waste-to-energy technology instead of landfilling, the WARM model demonstrates that the County's waste management program would significantly reduce the generation of greenhouse gases.

### C. Flow Control and Modernization of the Waste Management System

We conclude that the volume of the MSW waste stream in Dutchess is approximately 40% greater than the capacity of the Agency's RRF, and the amount of recoverable recyclables is two (2) times greater than the capacity of the MRF. We further conclude that most of the approximately 90,000 tons per year of MSW that is not handled by the RRF is transported to and disposed of in a variety of landfills in northern, central and western New York, while a relatively small amount is transported to waste-to-energy facilities in Westchester and Washington counties.

The County's Solid Waste Management Plan, adopted in 1982, contemplated the eventual expansion of the services provided to the people of the County through the RRF and the MRF, the only two (2) facilities established at that time. Both facilities were designed to service a "core area" in the southwest quadrant of the County, where the bulk of the population of the County resided. The plan contemplated expansion of both recycling and waste-to-energy service to the rest of the County, using flow control legislation originally adopted in 1984, as the means to secure the waste stream and support the construction of new infrastructure.

New Infrastructure did not materialize for many reasons, including legal uncertainties surrounding the use of flow control power in support of public waste programs. In 2007, the Supreme Court clarified the law, holding that flow control laws designed to benefit a public waste system are constitutional. The utility of flow control legislation is that it can bring all waste generated within the County under one comprehensive planning strategy. We recommend that the County use this power to fulfill the original goals of the Solid Waste Management Plan, and expand recycling and waste-to-energy services to the balance of the County.

Flow control can be re-instituted in the County through amendment to the existing local laws governing solid waste in the County Code. The amended legislation should include a statement of the County's public purposes in solid waste management, and a

provision directing the waste and recyclables generated in the County to public facilities designated by the Agency under the Service Agreement with the County. Flow control provisions should be coupled with the County's existing licensing provisions, providing that violations of the flow control provisions will result in escalating civil penalties, and potential license revocation for repeated violations. Experience with this approach in other jurisdictions in New York has been successful.

The effect on licensed haulers can be managed through adequate notice and opportunity to adjust routes and fees to accommodate any changes in the tipping fees. Overall, all haulers would pay the same disposal rates, leveling the playing field to eliminate any competitive advantage in disposal costs. It will be important to aggressively enforce the law from the outset, in order to assure the hauling community that no exceptions will be tolerated. Experience in other jurisdictions shows that after acceptance of the law and re-alignment of delivery patterns to the designated facilities by the hauling community, compliance becomes widespread and enforcement staff can be reduced. However, we recommend that the Agency and the County assign at least one (1) full-time compliance officer, assisted at the outset by at least two (2) other individuals on loan from other duties, to enforcement efforts. We also recommend that any tip fee increases that may accompany the implementation of the law be stepped and moderate.

#### D. Transition

A transition from the current management system to a modern, full capacity integrated system with new infrastructure can occur over a period of years. Improvements and potential expansion of the RRF to provide greater waste-to-energy capacity should be explored in the context of the procurement of a new operating contract by 2014, but initial steps to evaluate the condition of the RRF should be undertaken immediately. Siting and construction of a new single stream MRF should involve discussions with private recycling firms and neighboring municipalities to assure sufficient flow of materials and maximum return on investment. These discussions can also begin

immediately. Establishment of green waste composting as a major management tool will require evaluation of local public and private programs and other experiments.

In the near term, however, the County and the Agency can assume responsibility for the disposition of all recyclable and non-recyclable waste generated in the County. For recyclable material, the County can implement flow control and utilize the existing MRF for a short period. During this time, the Agency can evaluate the potential for the development of a new regional single stream MRF.

For non-recyclable waste we recommend that flow control be implemented for all waste generated in Dutchess County and that the Agency implement a plan that will increase throughput at the RRF and use the competitive market to dispose of the remaining waste that exceeds the capacity of the RRF. The first priority for waste direction would be the RRF, and any excess waste delivered to the RRF could be transferred to either a transfer station or a contract disposal facility.

Two (2) new transfer stations would be needed to serve the remainder of the waste generated in the County. For the northern part of the County, the Agency could potentially utilize the UCRRA transfer station in Kingston, New York. The UCRRA disposal agreements with upstate landfills are favorably priced, but the UCRRA indicates that they require a minimum tonnage commitment to sustain pricing. The DCRRA can assure the UCRRA's tonnage commitments through direction of waste from northern Dutchess to the UCRRA transfer facility, billed at a Dutchess tip fee at UCRRA scales. Savings from utilization of UCRRA disposal arrangements can, in the medium term, reduce the cost per ton of managing Dutchess waste. Perhaps equally as important, this approach would recapture waste currently lost from Dutchess County to facilities in Ulster County.

In the southern part of the County, with flow control, sufficient waste can be directed to the RRF to assure full capacity throughout the year. To manage the balance of waste generated in the south, and to provide transfer capacity to Ulster for recyclables, the

Agency can procure the use of a privately-owned transfer facility through a lease agreement, and transport services through contract. Waste directed to this transfer station can be disposed of at facilities procured by the Agency under separate contract, and recyclables can be delivered to Ulster if or when the Agency determines that the MRF in Poughkeepsie should be closed. As with the use of the UCCRA transfer station, waste would be received for a Dutchess tip fee, which would serve to reduce the cost per ton of managing the County's waste.

These arrangements would remain in effect pending development of a new single stream MRF and sufficient waste-to-energy capacity to manage the balance of the waste stream.

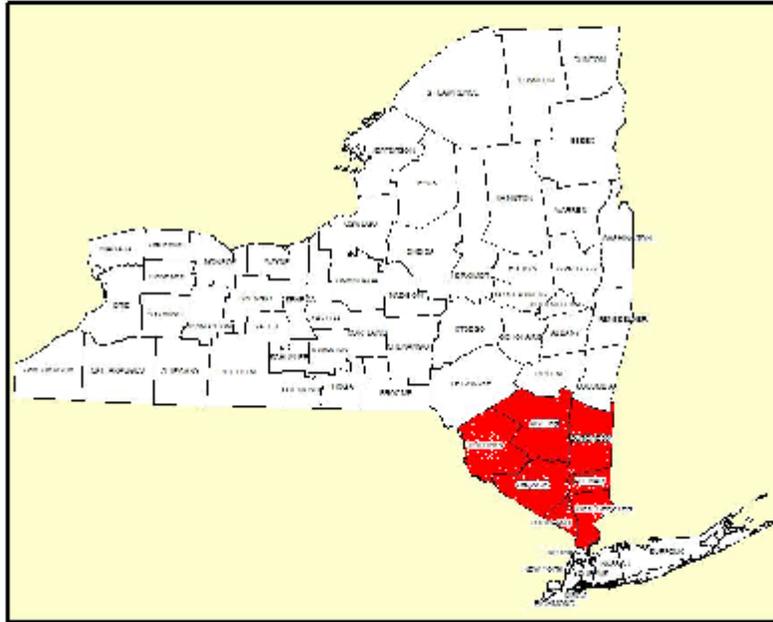
#### **E. Future Financial Structure**

##### **1. Agency Debt and Continued Operation of the RRF**

We do not recommend that the Agency's services be reduced or discontinued. Aside from the significant environmental benefits that operation of the waste-to-energy Facility brings to the County, economic considerations preclude closure of the RRF, which is the Agency's major financial investment. From 2010 through 2014, the Agency is responsible for the repayment of \$16,240,000.00 in principal for series 1984 revenue bonds, and from 2015 through 2027 for repayment of \$16,140,000.00 in principal on the 2007 series revenue bonds for clean air act improvements to the Facility. Total debt service on these obligations will be over \$52 million before the obligations are retired.

These obligations cannot be avoided by closure of the Facility. If the County's object were to defease the bonds and eliminate the Agency's debt as a step toward dissolving the Agency, a fund would have to be established to generate sufficient revenue to meet the Agency's obligations to the bondholders. Those obligations would pass to the County. We estimate that a fund of not less than \$27 million would be required to satisfy

## DEC REGION 3



### PLANNING UNITS

Dutchess County Resource Recovery Agency

Orange County

Putnam County

Rockland County Solid Waste Management Authority

Sullivan County

Ulster County Resource Recovery Agency

Westchester County

## 2008 PLANNING UNIT PROFILES

**Name:** ULSTER COUNTY RESOURCE RECOVERY AGENCY  
(UCRRA)

**LSWMP Status:** Expiration Date – December 31, 2011

**Summary:**

The Ulster County Resource Recovery Agency (UCRRA) serves as the Planning Unit for all municipalities within Ulster County. UCRRA provides solid waste management services to the municipalities through a system comprised of its two regional transfer stations in the Towns of New Paltz and Ulster and a materials recovery facility (MRF) in the City of Kingston. All 24 municipalities (20 towns 3 villages and 1 city) are under a twenty year municipal agreement with UCRRA due to expire in 2012. Waste is received at UCRRA transfer stations from both municipal and private collection as well as from self-haul residents and businesses. Generators not served by municipal collection who desire waste collection must contract directly with private haulers. There are no disposal facilities located in the Planning Unit and all waste is transported out of the planning unit for disposal by five private haulers under contract with UCRRA. The County has a flow control law but does not use its authority. The majority of waste (55 percent) is disposed at the Seneca Meadows Landfill in Seneca County and most of the remainder of the waste (45 percent) is disposed at the High Acres Landfill in Monroe County.

UCRRA coordinates recycling efforts of the municipalities in Ulster County and operate a MRF for the processing of collected recyclables. Residents who do not have municipal collection of recyclables can self-haul to the two transfer stations, the MRF or to municipal drop off centers in each town or contract with a private hauler for these services. Private haulers and businesses can self-market recyclables or bring them to the MRF for processing. The recyclables received at the facility are processed and marketed by UCRRA to recycling markets throughout the northeastern US and Canada. Funding is primarily from transfer station tipping fees with any shortfalls provided by Ulster County.

**Population Data:**

Population – 181,670

Population Density – 162 people/square mile

**Staff and Services:**

UCRRA has an executive Director and a recycling Coordinator/educator who work on the recycling program. No additional information was provided by UCRRA.

**Financial Assistance Provided by DEC for Solid Waste/Recycling Projects:**

The following is a summary of the financial assistance provided by DEC to the Planning Unit and/or any municipalities within the Planning Unit since 1987 for waste reduction & recycling capital and education projects, solid waste management planning, household hazardous waste collection & disposal projects, municipal waste combustor/resource recovery projects, landfill closure & landfill gas collection projects and solid waste disposal projects from all funding sources.

PROJECT TYPE	AMOUNT
Waste Reduction & Recycling	\$3,844,366
Solid Waste Management Planning	\$158,158
Household Hazardous Waste	\$291,922
Municipal Waste Combustors	\$0
Landfill Closure & Landfill Gas	\$9,458,781
Solid Waste Disposal	\$0
<b>TOTAL</b>	<b>\$13,753,227</b>

**Municipal Solid Waste (MSW) Transfer and Disposal Facilities Located in the Planning Unit:**

DEC records indicate there were 21 transfer stations located in the Planning Unit in 2008. The following are the three largest facilities in the Planning Unit noting the total tons of waste received in 2008 (including C&D debris and industrial waste if accepted).

FACILITY	TYPE	TONS RECEIVED IN 2008	SERVICE AREA
Ulster Regional Transfer Station	Transfer Station	88,317	Ulster
Kingston Transfer Station	Transfer Station	52,657	Dutchess, Ulster
New Paltz Transfer Station	Transfer Station	44,109	Ulster

**Disposal of MSW Generated in the Planning Unit:**

DEC records indicate MSW from the Planning Unit was disposed at the following facilities in the percentages noted:

WASTE TYPE	DISPOSAL FACILITY	% OF WASTE TYPE FROM PLANNING UNIT
MSW	Seneca Meadows Landfill	54.9
MSW	High Acres Landfill	45.1

**Collection Services:**

Collection is provided through a combination of private hauler, self-haul, municipally sponsored collection and municipal collection. Private haulers are required to be licensed by UCRRA/County and offer curbside recycling services to their customers. They are also required to file a collection, education and recycling promotion plan with UCRRA.

**MSW Recycling Program Performance\*:**

MATERIAL TYPE	TONS (2008)	POUNDS PER CAPITA
Paper & Containers	27,592	303.8
Yard Trimmings**	150	1.7
Food Scraps	844	9.3
<b>Total Recycling</b>	<b>28,586</b>	<b>314.8</b>

\*Does not include scrap metal due to significant reporting differences

\*\*Does not include brush

**Recycling Program:**

Ulster County Local Law # 8 of 1991 and its amendments require all generator so source separate recyclables. Recyclables required to be source separated include newspaper, corrugated cardboard, office paper, computer paper, metal cans, glass bottles & jars, #1 - #7 plastic containers and yard waste. Recyclables accepted at the transfer stations, drop offs and MRF include newspaper, office paper, junk mail, magazines, metal containers, glass containers, plastic containers, propane tanks, vehicle batteries. All commercial and institutional generators with ten employees or more must submit a solid waste reduction and recycling plan to UCRRA.

**Composting Program (Yard Waste & Food Scraps):**

Yard waste not accepted at the transfer station. The County promotes backyard composting and encourages grass clippings be left on the lawn. Much of the Planning Unit's service area is rural and, like other rural areas around the state and the country, residents tend to manage yard trimmings on their own property. Therefore, materials collected for centralized composting are lower than in suburban or urban areas where yard trimmings tend to be handled centrally. There are a few municipalities in the County that have composting facilities that are exempt or registered due to their small size where residents can drop off their yard waste for composting.

**Education and Outreach:**

Education and outreach activities include brochures, pamphlets and posters, newspaper inserts, advertisements in telephone books, a recycling "hotline" for information, backyard composting promotion and bin sales, an Agency website, providing tours of the UCRRA facilities, and the recycling coordinator's presentations to schools and civic groups. UCRRA also provides a combination of technical assistance and enforcement to businesses through the Business Recycling Program where the recycling coordinator verifies through a site visit recycling requirements and

practices are being met. UCRRA also initiated a public event recycling program designed to capture recyclables from events such as the Rosendale Street festival, the Garlic Festival, the Ulster County Fair, the Bounty Festival and Shandaken Day.

**Household Hazardous Waste (HHW):**

Ulster County Resource Recovery Agency held eight HHW collection days during 2008.

**OTHER SOLID WASTE STREAMS:**

**Construction & Demolition (C&D) Debris:**

DEC records indicate there were 4 C&D debris processors located in the Planning Unit in 2008. The following are the two largest facilities noting the total tons of C&D debris received in 2008. Some MSW disposal facilities and transfer stations previously identified in the MSW section may also accept some C&D debris and are not included below.

FACILITY	TYPE	TONS RECEIVED IN 2008	SERVICE AREA
Callanan Industries	C&D Processor	20,620	Ulster
LaMela Sanitation Ind.	C&D Processor	29,405	Dutchess, Orange, Ulster

Collection of C&D debris is not provided by UCRRA or the County and collection must be contracted for independently with private haulers or contractors. C&D debris is also accepted at the transfer stations and much of it is transported along with the MSW. DEC records and information indicate C&D debris from the Planning Unit was disposed at the following facilities in the percentages noted:

WASTE TYPE	DISPOSAL FACILITY	% OF WASTE TYPE FROM PLANNING UNIT
Asbestos	High Acres Landfill	69.6
Asbestos	Ontario County Landfill	30.4
C&D	Hakes C&D Landfill	95.2
C&D	Seneca Meadows Landfill	4.3
C&D	High Acres Landfill	0.5

**Industrial Waste:**

No information is available from the Planning Unit concerning the destination of industrial waste however DEC records indicate that all industrial waste disposed from Ulster County was disposed at the High Acres Landfill in Monroe County.

**Biosolids:**

DEC records indicate biosolids from the Planning Unit were managed as identified in the following table:

FACILITY	DRY TONS GENERATED IN 2008	DESTINATION
Dock Street STP	133	Landfill Wezel County Landfill
Ellenville (V) STP	87	Landfill
Gardiner (T) SD #1	4	Contract Hauler Not Specified
Glasco WWTP	22	Landfill BFI Landfill
Highland Sewer Extension #1	60	Landfill BFI Landfill Thru Ulster County Resource Recovery Agency (UCRRA)
Highland WWTP	244	Landfill BFI Landfill
Kerhonkson Sewer Improvement Area	10	Landfill
Kingston (C) RSRA	531	Landfill BFI Landfill Thru Ulster County Resource Recovery Agency (UCRRA)
Malden-On-Hudson WWTP	10	Landfill Thru Glasco
Marlboro STP	30	Landfill Ulster County Resource Recovery Agency (UCRRA) to BFI Landfill
Marlborough (T) STP	6	Contract Hauler
Napanoch Sewer Improvement Area	50	Landfill Niagara Recycling Landfill
New Paltz (V) WWTP	52	Landfill Ulster County Resource Recovery Agency (UCRRA) to BFI Landfill
NYC DEP – Pine Hills STP	50	Landfill Spectraserv, Inc.
Ohioville WWTP	5	Landfill Sullivan County Landfill
Rosendale (T) WWTF	20	Landfill Sullivan County Landfill
Ulster (T) S I A TRT PLT	153	Landfill Niagara Recycling Landfill
Wallkill SD STP	90	Landfill
Whittier WWTP	11	Landfill Niagara Recycling Landfill
Woodstock (T) WWTF	20	Landfill BFI Landfill
Woodstock Guild System #1, 2, 3	1	Contract Hauler

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New York State Department of Environmental Conservation

# Beyond Waste

A Sustainable Materials Management Strategy  
for New York State



Print only if necessary and on 100% post-consumer recycled content paper

### 3. MATERIALS MANAGEMENT PLANNING, ROLES AND RESPONSIBILITIES

#### 3.1 ROLES AND RESPONSIBILITIES

##### 3.1.1 *The Role of the State*

Prior to 1987, state government's role in solid waste management was primarily as regulator, ensuring the protection of public health and the environment from inappropriate disposal practices. The state, through DEC, regulated the siting, construction and operation of waste disposal facilities through permits and upheld the permit conditions through enforcement. The state, through DEC, also provided technical assistance and limited financial assistance to local governments. The most notable source of financial assistance prior to 1987 was the 1972 Environmental Quality Bond Act, which provided loans for the proper closure of municipal landfills and grants for MWCs. The state did not dictate to a community how to dispose of its waste; rather, it ensured that a community's waste disposal practices did not impair the environment or threaten public health.

Through the Act, the legislature affirmed the primacy of local and regional governments in solid waste management while clearly articulating the state's role. The state was to fulfill its responsibility to ensure environmentally, economically and technically viable solid waste management programs by:

- Encouraging waste reduction and the expansion of materials recovery programs;
- Establishing clearly articulated, responsive and consistently applied regulatory oversight; and
- Providing a full range of technical assistance to local governments.

DEC is the lead state agency for materials and waste management. However, other state agencies have explicit responsibility for certain solid waste related programs. Empire State Development (ESD) is charged with the implementation of the state's Secondary Materials Utilization Grant Program, through which it invests in projects and companies that use recycled materials.

The Office of General Services (OGS) is responsible for implementing a recycled product procurement program and establishing recycling programs in state agencies. The New York State Energy Research and Development Authority (NYSERDA) provides targeted investments in solid waste and recycling projects that generate energy or achieve energy conservation.

In addition, all agencies have routine and ongoing roles and responsibilities for undertaking proper environmental stewardship, establishing waste prevention and recycling programs, and responsibly managing solid waste within their own operations. The requirements of the Act were bolstered by Governor Mario Cuomo's Executive Order 142, signed on January 16, 1991, which required all state agencies and authorities to implement far-reaching and aggressive waste reduction and recycling practices and support recycling markets by buying products made with secondary materials.<sup>9</sup> This

<sup>9</sup> A report on the progress toward implementing EO 142 is provided in Appendix B and at [http://www.ogs.state.ny.us/bldgAdmin/facmod/3RsAnnualReport07\\_08.pdf](http://www.ogs.state.ny.us/bldgAdmin/facmod/3RsAnnualReport07_08.pdf).

order remained in effect until it was superseded by Executive Order 4, signed on April 24, 2008 by Governor Paterson. Executive Order 4 challenges state agencies and authorities to set an example for communities and businesses with regard to sustainability in operations and green purchasing. The order requires agencies and authorities to appoint a sustainability and green procurement coordinator to lead these efforts. It specifically requires state agencies to implement waste reduction, reuse, recycling and composting programs and to purchase products that meet key "green" criteria, including recycled content, waste reduction, recyclability, compostability and extended producer responsibility requirements.

In the context of solid waste management, the state also performs the following specific functions:

**1. Policy Direction:** As in other issue areas, the executive branch, through state agency leadership, develops materials and waste management policy initiatives and provides direction for the administration of programs to carry out executive policy. To ensure that local solid waste management plans and programs are consistent with state policy, DEC provides guidance and direction to local governments by:

Articulating the state's vision for materials and waste management through the state Solid Waste Management Plan, making recommendations on how that vision can be achieved and setting the context for the actions of local governments and other stakeholders.

Reviewing local solid waste management plans (LSWMPs) and solid waste management facility permit applications to ensure consistency with the state solid waste management hierarchy, which emphasizes maximizing waste reduction, reuse, and recycling;

Reviewing permit applications submitted by or on behalf of a municipality for most solid waste management facilities to ensure consistency with the LSWMP in effect for the municipality and confirming that a comprehensive recycling analysis (CRA) is in place that identifies the materials available for recycling and the strategies the municipality will implement to reduce, reuse, recycle and compost those materials;

Reviewing permit applications for most solid waste management facilities submitted by or on behalf of non-municipal entities to ensure that the proposed project is consistent with the state solid waste management policy and includes an assessment of the proposed facility as it relates to the LSWMP in which the facility is located and the planning units from which solid waste is expected to be received; and

Placing conditions on permits to prohibit most solid waste management facilities from accepting solid waste that was generated within a municipality that has not met core planning requirements by either completing a DEC-approved CRA or LSWMP or being included in another municipality's approved CRA or LSWMP.

**2. Technical Assistance:** DEC routinely provides technical assistance to local government, the private sector, and the general public through several methods and means, including: the solid waste management facility permitting process; public information meetings; planning and policy guidance; materials and waste management information and data, and training. ESD serves as the state's repository for recycling market information and assists both public and private sector recyclers in

accessing and developing markets. In that capacity, ESD has developed a recycling markets database, available at [www.empire.state.ny.us/recycle](http://www.empire.state.ny.us/recycle).

**3. Public Education/Information:** DEC provides valuable information and guidance on solid waste management requirements and issues to the public. To disseminate information, DEC uses written materials, its website and other venues, such as conferences, seminars and meetings. (For a list of available resources, see <http://www.dec.ny.gov/chemical/8801.html>) ESD provides tools to businesses, including *Environmental Improvement Resources for Businesses in New York State*, a directory of state environmental assistance programs available at [http://www.nylovessmallbiz.com/growing/\\_environm.htm](http://www.nylovessmallbiz.com/growing/_environm.htm).

**4. Financial Assistance:** Since 1987, DEC has provided nearly \$700 million in financial assistance to municipalities and businesses for reduction, reuse, recycling, composting, recycling outreach and education, and solid waste management projects. Funding sources have included: the 1972 Environmental Quality Bond Act (EQBA); the 1986 EQBA; the Kansas Stripper Well Settlement; the Petroleum Overcharge Restitution Act; the Solid Waste Management Act; the Environmental Protection Fund (EPF), and the 1996 Clean Water/Clean Air (CW/CA) Bond Act. Today, the EPF is the only ongoing state assistance funding source for solid waste management projects. Other state agencies have also provided financial assistance for waste and recycling related projects.

For example, landfill closure projects have obtained loans from the Environmental Facilities Corporation (EFC) through the State Revolving Fund, and ESD and NYSERDA provide financial assistance for certain waste reduction, recycling, and organics recovery businesses. (For more information on state financial assistance programs, see Section 6.)

**5. Statewide Planning:** DEC is responsible for preparing and updating the State Solid Waste Management Plan (State Plan) in accordance with the requirements of Environmental Conservation Law (ECL) 27-0103. The state Plan is intended to provide direction, guidance and information on solid waste management and identify policy recommendations. The update process dictated in the ECL makes the Plan a "living" document that will change as new information becomes available and as planning units identify both obstacles and opportunities through implementation of their LSWMPs. This iterative process is informed by stakeholder input, feedback from planning units, LSWMP compliance reports and modifications, and other information available to the state. By monitoring local program experiences, DEC can gauge progress toward statewide goals and objectives and identify the need for new programs to help overcome obstacles impeding local planning objectives.

**6. Regulatory Oversight:** DEC's role as regulator is the backbone of its solid waste management program. Through regulations and their enforcement, DEC ensures that legal requirements are upheld and that public health and the environment are protected. Through its Part 360 regulations, DEC regulates the construction and operation of solid waste management facilities to ensure they are protective of public health and the environment. The Part 360 regulations also dictate requirements for local solid waste management planning. These regulations can be updated periodically to reflect new legal requirements and developments in the industry. To enforce its regulations and permit conditions, DEC places environmental monitors (DEC employees funded by permittees) at many permitted solid waste management facilities. Where monitors are not available, DEC staff carry out inspections, compliance counseling and enforcement, sometimes with the assistance of environmental conservation officers and the State Attorney General's Office.

### 3.1.2 The Role of Local Governments

The implementation of solid waste management programs in New York State has historically been the responsibility of local government. The day-to-day activities at the core of materials and waste management (e.g., separation, collection, recycling, transport, storage, transfer, and disposal) occur at the local level, either by the local governments themselves or through contracts or agreements with private entities. As part of that role, municipalities may:

- Acquire land for waste management and disposal facilities;
- Construct solid waste management facilities;
- Provide or contract for waste and recyclables collection services;
- Conduct facility siting studies;
- Manage application processes for state permits;
- Lead the state environmental quality review (SEQR) process;
- Operate or contract for the operation of facilities;
- Ensure compliance and reporting;
- Enact flow control ordinances (see details below); and
- Educate the public.

Some local responsibility is specifically assigned under state law, most notably the Act's requirements for localities in the state to have mandatory source separation laws or ordinances in place and to develop and maintain LSWMPs if they seek permits for solid waste management facilities. Under the Act (through amendments to General Municipal Law 120-aa), municipalities were to require source separation of recyclables in all generating sectors (e.g., residential, commercial, institutional and industrial) no later than September 1, 1992. Thus, the law placed the responsibility for mandating, designing and implementing recycling programs on local governments and the planning units they created. Some local governments do not have the expertise or resources to adequately carry out all of the functions dictated in the act and have relied on support from the private sector (see section 3.2.3).

The Act also encouraged local governments to join together to form solid waste management planning units and create LSWMPs to guide their programs and ensure alignment with the state's solid waste management hierarchy<sup>10</sup>. Most of the 64 planning units in the state function on the county level, but several upstate and western New York planning units include multiple counties or solid waste management authorities, while some downstate units are organized on the city level (in New York City and Nassau County) and the town level (on Long Island).

Since 1990, 60 of 64 planning units have had DEC-approved LSWMPs, and two of the remaining four have had CRAs approved by DEC. The planning periods for the LSWMPs have varied from 10 years to 20 years. As discussed more fully later in this section, LSWMP implementation has been inconsistent across the state.

As evidenced by the data in Table 3.1, New York State is at a critical point in local solid waste management planning, with more than 70 percent of the planning units in the state required to submit new or modified plans in the next two years. In at least eight planning units, one or more municipalities have ceased active participation and have not joined another planning unit or developed a CRA. While the lack of a CRA makes them technically out of compliance with the state's regulatory requirements, these requirements are only enforceable in conjunction with a permit action or condition. For a profile of each planning unit, see Appendix C.

TABLE 3.1

<i>LSWMP Status</i>	<i>Number</i>	<i>Percent of Total</i>
<b>Never Approved</b>	<b>4</b>	<b>6%</b>
<b>Expired</b>	<b>7</b>	<b>11%</b>
<b>Expiration 2009</b>	<b>4</b>	<b>6%</b>
<b>Expiration 2010</b>	<b>30</b>	<b>47%</b>
<b>Plans Expiring after 2010</b>	<b>19</b>	<b>30%</b>
<b>Total</b>	<b>64</b>	<b>100%</b>

### 3.1.3 *The Role of the Private Sector*

For more than a century, there has been a vibrant private recycling industry focused on the recovery of paper and metals. This vital role continues today with a greatly expanded menu of materials processed by private companies into marketable commodities and products. Virtually all municipal recycling programs eventually depend upon the recycling industry for the ultimate processing and marketing of recovered materials. The recycling industry has developed and implemented

<sup>10</sup> A planning unit must consist of a county; two or more counties acting jointly; a local government agency or authority established pursuant to state law for the purpose of managing solid waste; any city in the county of Nassau, or two or more other municipalities which DEC determines to be capable of implementing a regional solid waste management program.

innovative strategies for the processing and marketing of materials from such sources as electronics scrap, tires and end-of-life vehicles.

Beyond the recycling industry, the role of the private sector has grown during the last two decades as companies increasingly provide integrated solid waste management services to planning units, including collection, processing and disposal of both recyclables and waste. In support of those functions, private companies have made significant investments in collection, transportation and disposal capacity in New York State. In fact, private companies manage most of the waste in the state, either in their own facilities or by operating municipally owned facilities, and they are the primary mechanism for transporting waste and materials both in and out-of-state.

As such, their role is a significant one, and their engagement is critical to the state's success in moving *Beyond Waste*.

Local government interaction with and oversight of private sector collectors, processors and facility operators varies throughout the state. Some communities heavily regulate the activity of the private waste industry, using tools such as flow control, contracts, registration, permitting, and enforcement, while others provide little oversight.

Although the state's oversight of private waste collection services is minimal—only transporters of industrial commercial waste, regulated medical waste, waste oil, waste tires and septage are regulated by 6 NYCRR Part 364—DEC regulates solid waste management facilities, whether they are operated by public or private entities, through the NYCRR Part 360 regulations. To ensure compliance with regulatory and permit requirements, some private operators of permitted solid waste management facilities are required to fund a DEC monitor to oversee their operations.

In addition to day-to-day waste management activities, local governments also increasingly rely on private consulting and engineering firms to support their programs and facilities through planning, design, and construction. Furthermore, private companies are also consumers of products and packaging and generators of waste. In their role as consumers, businesses and industries can help to drive the market toward less wasteful and more recyclable products and packaging. For example, many large companies have begun to require minimal packaging and that products and packaging be developed without the use of toxic and hazardous chemicals. In the role of waste generator, businesses and industries must institute source separation programs in conformance with local laws or ordinances and should simultaneously work to instill a recycling ethic among the work force.

#### 3.1.4 *The Role of New York State's Residents*

No integrated solid waste management program can succeed without the active engagement of the citizens of the state. Indeed, every New Yorker is affected by and involved in materials and waste management. For waste reduction, recycling and organics recovery programs to succeed, the public must participate. The choices New Yorkers make in what they buy, how they use it and how they dispose of it can have significant impacts on materials management—waste-preventing purchasing sends a signal to companies that consumers don't want waste; getting maximum use and reuse out of household items reduces materials use, and choosing to recycle or compost reduces waste. Members of the public can also play an important role in local materials and waste management

planning and can influence the direction taken by their local elected officials. The local planning process encourages ample public involvement and participation.

### 3.2 INDUSTRY CONSOLIDATION AND FACILITY PRIVATIZATION

As anticipated and encouraged in the ECL, the private sector has played an increasingly significant role in providing solid waste management services to planning units. The implementation of integrated solid waste management systems has also created enhanced opportunities for increased involvement of the private sector in various aspects of materials and waste management.

At the same time, a national trend of significant consolidation within the solid waste collection and disposal industry emerged. Fewer large companies have grown to dominate the industry, limiting the competition in what was once a very diverse field of players. However, as companies grow, their investment capability also grows, facilitating greater expansion, better facilities, advancement, and opportunity.

As a result, the industry has established:

- More technologically advanced and consistently operated and maintained facilities; and
- Greater long-term investments in recyclables processing, waste processing and disposal infrastructure.

Privatization of solid waste management facilities (i.e., private ownership or operation of facilities that provide a public service) has also become much more commonplace during the last 20 years—so much so that it is now sometimes difficult for local government-owned solid waste facilities to compete. Privatization can be an attractive option for planning units because it allows them to provide various services for their constituency without incurring the long-term indebtedness and risk associated with a large capital project or the ongoing operational costs and management burden associated with operating municipal programs. However, full privatization without the necessary safeguards obtained through competitive negotiated procurement can have negative consequences, essentially placing the municipality in a position of dependency on a private company in a monopoly situation, thereby limiting its options.

Recognizing both the positive and negative potential of privatization, some local governments have used a hybrid approach whereby the materials and waste management infrastructure is owned by the public sector, and operations are contracted out to the private sector. New York City's LSWMP rests on this public/private partnership approach for its recycling and waste transfer facilities. This type of structure reduces the risk to the public entity by ensuring the capacity is always available, while offering the benefits and efficiency of private operations.

Whether privatizing an entire system or just facility operations, local governments can maximize the benefits of privatization and minimize the risk of monopoly by using competitive procurement procedures, developing rigorous contracting processes and carefully negotiating compensation rates.

### 3.3 OVERSEEING PRIVATELY OPERATED WASTE MANAGEMENT SERVICES

There are several tools available to local governments to help ensure that solid waste services provided by the private sector are consistent with and supportive of waste reduction, reuse, recycling and organics recovery goals and the solid waste management infrastructure developed by the locality. Those tools include flow control legislation, registration or permitting programs, and contractual requirements.

Flow control refers to laws or ordinances enacted by local governments to direct or otherwise regulate the movement of solid waste generated within their jurisdiction by designating transfer, recycling, disposal, or other facilities at which the material will be managed. Flow control can be an important financial and planning tool to ensure delivery of sufficient solid waste to satisfy debt payments for capital intensive facilities and to generate revenue that can support waste reduction and recycling initiatives. It also ensures that materials are directed to a facility that the municipality determines is safe and appropriate for handling its waste. While implementation of flow control ordinances has been hampered by legal challenges, in 2007 the US Supreme Court held, in *United Haulers v. Oneida Herkimer Solid Waste Management Authority*, that flow control ordinances are constitutional if used to support an integrated solid waste management program. (For a full discussion of flow control, see Appendix D.)

Many communities in New York State require companies that collect solid waste to register or obtain a license or permit to operate within their jurisdictions. The requirements for licenses, permits or registrations can include provisions that:

- Require that collectors provide recycling services;
- Restrict the co-mingling of recyclables with other waste;
- Include reporting on material origin and destination; and
- Establish other initiatives that support the municipality's goals and programs.

As with any permit program, it is important for communities to maintain an active and visible enforcement component.

Using contractual structures, such as districting, local governments can bid out the recycling and solid waste collection services in a defined area and, as a condition of the bid, set requirements that support the locality's goals, such as designating certain materials for recycling collection, requiring education and outreach, directing that certain solid waste management facilities be used, and requiring reporting.

In other states, communities can use franchise agreements to structure recycling and waste collection service agreements with private sector operators. In these cases, the franchise can be bid out for a neighborhood or area, can require that certain services be provided, and can specify the facilities to be used for recycling or disposal. Franchises are similar to contract structures and districting, but enable municipalities to bid for the service and allow the contractor to bill the generator directly in accordance with the terms of the franchise. Municipalities in New York State cannot enter into franchise agreements without explicit state legislative authority.

### 3.4 RESOURCES FOR IMPLEMENTATION

DEC provides technical and planning assistance, as well as financial assistance, for capital and education costs related to waste reduction and recycling programs, household hazardous waste management, landfill closure projects and landfill gas management programs.

For the first ten-year solid waste management planning period (1987 -1997), the state's program interacted regularly with planning units to support the development of their initial LSWMPs. During that time, DEC provided significant technical assistance to planning units and their consulting engineers on available technologies, data, tools, and concepts. For example, DEC worked with NYSERDA and the New York State Association for Solid Waste Management (NYSASWM) to distribute modeling software to local solid waste management officials throughout the state and trained them in the fundamentals of using it.

The majority of LSWMPs were approved and implemented in the late 1990s. Unfortunately, in the last decade, solid waste management planning program staff were reduced, and programs and technical assistance efforts became more limited. At the same time, a number of LSWMPs expired without the submittal of replacement LSWMPs for review and approval.

While the state's financial assistance programs have been significant, the available funding has not been sufficient to address the need, particularly in the last decade. Waste reduction and recycling related programs have been chronically underfunded, with \$6 to \$10 million awarded annually and a waiting list of pre-applications for projects consistently ranging between \$20 to \$35 million. There has been no funding for the development or modification of LSWMPs since the \$7.5 million in funding provided in 1988 was exhausted in 1992. (For more on state investments, see section 6.)

### 3.5 DATA COLLECTION AND USE

For the past 20 years, DEC has relied on planning units to aggregate, analyze and report recycling data, and for some composting and disposal data, for waste from all generating sectors within their planning unit. Data collection has been a great challenge for planning units, especially with respect to commercial and institutional waste. For the most part, data collection for municipally collected residential waste has provided basic, usable planning and tracking information. However, in sectors and regions with predominantly private collection, data has been weak.

Even so, the data provided by planning units was considered the best available and was used for both state and local planning and reporting purposes. In an effort to avoid double counting materials already reported by planning units, DEC did not include individual recycling and composting facility report data in the state's recovery rate calculations. However, through 2001, the state's recycling rate included data provided by the American Forest and Paper Association and the Port Authority of New York and New Jersey for non-municipally generated materials, as well as disposal data provided by facilities in the state. Since that time, recycling rate calculations have been based solely on information provided by the planning units.

Additional analysis of reported planning unit data compared to reported recycling and solid waste management facility data performed as a part of this Plan's development indicates that, in aggregate, the planning unit reports have been underreporting material processed at private

recycling and waste transfer and disposal facilities. Furthermore, reported data for yard trimmings has been inconsistent in terms of both accuracy and units. This has likely resulted in a number of data gaps over the years, especially with respect to commercial and institutional wastes. The data presented in this Plan is more accurate than previously reported information, as discussed more fully in section 8.3.1. As the state transitions to the new goal structure—a reduction in per-capita waste disposal—discrepancies must be resolved to ensure the best data is gathered and used for analysis and measurement.

Additional attention to the issue of the collection and use of data is critical to the state's ability to measure progress in moving *Beyond Waste*. It is important to evaluate one community against the next and to evaluate the state's progress in comparison to other states. DEC will continue to work with the EPA and regional organizations (e.g., the Northeast Waste Management Officials Association, NERC) to develop consistent measures of success.

### 3.6 WASTE COMPOSITION INFORMATION

To plan for greater levels of recovery, it is important to understand what materials are available in the waste stream. Comprehensive waste composition analyses can be expensive but are an essential tool for gaining that understanding. New York State has not conducted a statewide waste composition analysis but, rather, has relied upon planning units to aggregate specific waste composition and generation data as part of their planning efforts. For their part, few planning units have had the resources to perform a field analysis, so most LSWMPs employ EPA's national estimate of waste composition for projections and planning or rely on outdated waste composition studies that do not capture the changes in materials use and packaging trends that have had significant impacts on waste composition in the last two decades. Furthermore, few composition analyses represent the entire waste stream, including residential, commercial, and institutional waste, nor do they evaluate for reuse or prevention potential.

There are, however, a couple of exceptions. Most notably, New York City (NYC) has conducted two in-depth waste composition analyses on its residential stream, one as part of its original LSWMP in 1990 and one in 2004-2005. Onondaga County Resource Recovery Authority conducted waste composition analyses in 1987, 1993, 1998 and 2005. Through these studies, both NYC and Onondaga County were able to learn what portion of targeted materials was not being captured completely and what materials are generated in sufficient quantity to warrant new programs or market development attention. These studies and those compiled in other states form the basis of the composition analysis presented in Section 7. However, a fuller data set, covering the entire state and all of the waste streams, would provide the basis for better planning on both the state and local levels.

### 3.7 ENFORCEMENT

While the statutory and legal basis for mandatory recycling envisioned by the New York State Legislature when the Act was created has been partially realized, the intended result—the statewide implementation of recycling programs across the residential, commercial, industrial and institutional sectors—has not been achieved. It is noteworthy that nearly 20 years later, some municipalities (representing more than three percent of the state’s population) still do not have local laws that comply with the basic source separation requirements of Section 120-aa of Article 6 of the General Municipal Law (GML 120-aa). Of those local governments that do have recycling laws or ordinances in place, much of the focus has been on residential recycling programs, and the requirements established by the legislature in GML 120-aa have been for the most part ignored as they relate to commercial, industrial and institutional generators. In addition, there has been little effort on the part of many municipalities which do have local laws in place to enforce those laws in instances where there is non-compliance in any category of generators.

As state solid waste planning staff and resources have diminished, DEC’s oversight of LSWMP performance and updating has suffered. Nonetheless, the regulatory tools to create a vibrant and meaningful state and local solid waste management planning program remain in place to be more fully used and enhanced.

### 3.8 INCONSISTENT IMPLEMENTATION

Several planning units have established and implemented integrated solid waste management systems with aggressive waste reduction and recycling programs that demonstrate the capability and promise of the originally envisioned system. Still, there is a great disparity in the scope and performance of integrated waste management programs across the state, and progress on recycling has varied dramatically by planning unit and municipality (See Figure 8.1 in Section 8.3). The experience of the higher performing programs has simply not transferred throughout the state. For example, in 2008, on a per capita basis, reported MSW recycling rates ranged from 764 pounds per person per year of paper and containers to 17 pounds per person per year.

While some of the differences in performance can be attributed to specific regional circumstances, such as proximity to markets and possibly to data collection anomalies, these variables cannot account for the full breadth of the disparity in programs statewide. Much of the disparity is the result of a lack of uniformity in local implementation of LSWMPs and enforcement of the LSWMPs and their recycling requirements. DEC generally lacks enforcement authority over LSWMPs. While the permitting of solid waste management facilities provides some legal opportunity to enforce consistency with related LSWMPs, the fact that some facilities serve municipalities located in numerous LSWMPs and the lack of specific enforcement guidance have reduced use of this authority.

### 3.9 RECYCLING MARKETS

Like any commodity market, markets for most recyclable materials have fluctuated dramatically in the past two decades. No year illustrated this point as well as 2008, when many recyclable materials experienced both record high and record low market values. That fluctuation is a reminder that recycling markets are global in nature and subject to external factors well beyond the control of local solid waste managers or companies. Fortunately, New York State's recycling programs have weathered dramatic market fluctuations and, for the most part, programs have successfully endured. The state, primarily through the efforts of ESD, has worked to both develop and strengthen recycling markets for various materials. (ESDs efforts are discussed in Section 6 and Appendix E.) Planning units can help to stabilize markets by providing a consistent supply of clean, uniform recyclable materials; however, they must also be prepared for varying market conditions. Flexible strategies that protect a planning unit's programs during down times include using multiple outlets and, where possible, entering into long-term supply agreements with local or regional markets. For both short and long-term contracts, planning units should strive to include conditions that offer protection from wild price fluctuations while ensuring a steady stream of materials for the end-use market. For more on recycling markets, see Section 8.3.10.

### 3.10 CHANGING ROLES—PRODUCT STEWARDSHIP

As the state transitions to a materials management system that relies more heavily on product stewardship (also known as extended producer responsibility), there will be a greater role for private sector players that are somewhat new to materials management, most notably brand owners (also referred to as producers or manufacturers) and retailers. The precise roles of brand owners and retailers will be determined by the structure of the state's product stewardship laws, but it is fair to presume that an enhanced role for both of these types of companies will be realized. Brand owners will be required to either develop or finance materials management programs for their products. Retailers may be required to collect or aggregate materials from consumers. (For more on potential roles and structures of product stewardship programs, see Section 5 and Appendix F.)

### 3.11 FINDINGS

State agencies must lead by example and demonstrate progressive materials management strategies and sustainable operations.

The state must strengthen its efforts to direct policy, provide technical and financial assistance, perform outreach and education functions, and ensure a strong and enforceable regulatory structure.

The state must refocus on solid waste management planning by:

- Seeking staff and resources to implement the state Plan; and
- Working with planning units to craft a new generation of LSWMPs that embody new approaches and technologies to reduce waste and achieve higher levels of recovery and that reflect current market and regulatory conditions.
- DEC must uniformly apply planning requirements statewide under new and existing authority to ensure that LSWMPs and CRAs represent concerted efforts to reduce waste and increase recycling and are aggressively implemented.
- DEC must work to improve data collection to better measure progress in moving *Beyond Waste*.
- The state must allocate additional funding and resources to plan for and implement sustainable materials management programs and to provide necessary oversight and enforcement.

### 3.12 RECOMMENDATIONS

As we move *Beyond Waste*, the state and its solid waste management planning units must implement the wide range of actions listed below. Fully realizing these recommendations will require additional resources—both financial and human—at the state and local level.

#### 3.12.1 Programmatic Recommendations

- Work aggressively with New York State agencies and authorities to implement Governor Paterson's Executive Order 4, which requires agencies and authorities to set an example of sustainable operations, including minimizing waste and maximizing recycling of materials and organics.
- Work with the Pollution Prevention Institute<sup>11</sup> to conduct outreach to businesses regarding life cycle considerations for "green products."
- Expand the local solid waste management planning technical assistance program, and provide guidance and tools to help municipalities, advocates, and other stakeholders address challenging planning issues, including:
  - Recycling market development and stabilization;
  - Flow control or other private sector oversight programs (e.g., waste transporter licensing or permitting and reporting);
  - Recycling and waste composition data collection and use;
  - Materials recovery infrastructure analysis and needs assessment;

<sup>11</sup>The Pollution Prevention Institute is a collaborative of several universities and technology development centers, funded through the Environmental Protection Fund. For more information, see <http://www.nysp2i.rit.edu/>.

- Technology transfer and data/information sharing;
  - Incentives, education and enforcement; and
  - Program implementation uniformity.
- Require planning units to evaluate and implement, to the maximum extent practical, the following programs, policies and initiatives as they develop new LSWMPs, modify existing LSWMPs, and otherwise plan for and implement programs:
  - Education, and enforcement;
  - Incentives, including volume-based pricing structures (e.g., PAYT/SMART Program);
  - Waste prevention and reuse programs and infrastructure;
  - Public space, event, institutional and commercial recycling;
  - Additional materials for recovery, including residential mixed paper, food scraps and other organics; and
  - Long-term recycled material supply agreements and/or processing contracts with multiple market outlets.
- Evaluate current planning unit membership and structure to ensure that original structures are functioning, and, if not, support efforts to adjust structures or create new planning units to best carry forward the next stage of planning and program implementation.
- Develop an on-line reporting system to collect more timely and accurate recycling and disposal data from solid waste and recycling facilities and planning units; work with industry to develop uniform methods for more accurate data gathering and reporting, using the new statewide performance metrics based on *per capita* amounts collected for recycling and disposal.
- Develop guidance for planning units on performing waste composition and characterization analyses to ensure consistency in analyses undertaken across the state so that the characterization data can support state and local planning. Identify funding sources to incentivize local waste characterization efforts, and develop a program and system to conduct periodic state-sponsored waste composition and characterization analyses.
- Develop critical recovery infrastructure through inter-agency collaboration (with ESD, NYSERDA, and EFC) or public-private partnership, including the following suggested facilities:
  - Organic material recycling facilities;
  - New or upgraded material recovery facilities in select areas;
  - Regional glass processing facilities;
  - Plastics recovery capacity in the state for processing both rigid plastics #1-7 and film plastics; and
  - C & D debris-processing facilities to generate materials for high-value end uses.
- Network with other agency stakeholders to facilitate immediate response to disasters and to mitigate the impacts of disasters through better planning.

**3.12.2 Regulatory Recommendations**

- Develop a regulatory approach to ensure consistent implementation of the requirements to source separate recyclables, particularly in areas served by private collection companies.

**3.12.3 Legislative Recommendations**

- Increase DEC's authority to enforce state and local source-separation requirements.
- Advance a comprehensive and integrated financial assistance program to support development and implementation of LSWMPs. (For more detail, see Section 6.)
- Develop a targeted funding program for specific priority areas identified by the state as having the greatest potential for advancing the state's goals in moving *Beyond Waste*. The fund must be flexible enough to allow funding to planning units, the private sector, state agencies or a combination of the three.
- Require local governments to be members of a planning unit, require local solid waste management planning, and make it enforceable, notwithstanding the facility permitting process.
- Authorize municipalities to franchise solid waste management services.
- Expand the Waste Transporter Program to place specific requirements on transporters of MSW, recyclables, C&D debris and historic fill to: enforce source separation requirements, account for wastes that are not currently tracked, and ensure that communities who export comply with source separation requirements and disposal restrictions.



New York State Department of Environmental Conservation

# Beyond Waste

A Sustainable Materials Management Strategy  
for New York State



Print only if necessary and on 100% post-consumer recycled content paper

for recycling becomes less competitive, while the possibility of capturing energy value from them is increasingly attractive.

The EIP-enabling statute sought to direct investment to specific policy priorities—waste prevention, reuse and recycling—and, therefore, precludes investment in projects that don't fit those criteria, particularly energy recovery. This prevents ESD from funding technologies, such as anaerobic digestion, that provide the dual benefit of capturing energy from bio-gas and creating a digestate that can be composted and used as a valuable soil amendment. In essence, the statutory preclusion is an impediment to improving food scrap recycling in New York State.

This result of the statutory restriction is anomalous, in that, during the past two decades, ESD has invested in a broad range of organics recycling projects. Projects that recover organic materials from dairy and food processing facilities have been particularly successful when nutrients are recovered for beneficial uses as nutraceuticals or animal feed. ESD has also invested in various projects to build merchant capacity to divert commercially generated food scraps into compost, including research projects to test technologies and waste-mix formulations and capital projects to build collection and recycling capacity.

Because food scraps are wet, heavy and putrescible, they cannot be stored for extended periods of time, and long-distance transportation is expensive. The specialized equipment needed to collect, transport and compost the material creates a capital burden that may not be recovered from the value of composted soils and low tip fees required to compete with relatively low landfill fees in many parts of the state. Given the benefits of organics recovery as a solid waste management strategy, including the energy benefits of recovery of bio-gas through digestion, state assistance funding categories must be adjusted to support local investment in food scrap recycling.

### 6.3 FINANCING THE MOVE *BEYOND WASTE*

To advance the goals of this Plan, the state and its communities will need resources well beyond what is currently available. While New York State can implement certain elements of the Plan within existing constraints, additional staff and funding at the state and, more critically, the local level, are essential to significantly increasing reuse and recycling and reducing dependence on disposal.

While the Plan does not dictate the precise methods that communities and planning units in the state will use to move *Beyond Waste*, DEC estimates that a significant financial investment will be necessary to achieve its goals. These funds would be used to make investments in materials management program planning and implementation at the local and state level, as well as public and private sector capital investments to develop the infrastructure necessary to reuse, recycle and compost more materials in New York State. Substantial as they may seem, these costs will be more than offset by the economic and environmental benefits to New York State's communities and to the climate.

With municipal governments shouldering much of the burden of solid waste management, meeting new goals and making maximum use of new options for reducing the amount of waste disposed will necessitate significant state participation in the form of grants, training, planning assistance, and

demonstration projects. DEC intends for the bulk of any new revenues raised to flow to individual planning units and will seek greater flexibility in targeting funds to achieve the greatest overall gains for the reasons noted in Section 6.1.8.

The funding sources described below include existing revenue streams used by the state, as well as potential new sources. To develop the list of potential sources, DEC evaluated funding mechanisms used in other states and looked particularly closely at states with strong recycling programs and high diversion rates, including California, Minnesota, Oregon and Massachusetts.

### 6.3.1 Existing and Potential State Funding Sources

#### 6.3.1 (a) Environmental Protection Fund

In 1993, New York State inaugurated the EPF to support environmental programs in special need of regular and sustained funding. EPF funding is proposed annually by the Governor, and appropriated by the Legislature as a part of the state budget, using as the primary funding source a dedicated portion of the proceeds of the Real Estate Transfer Tax. EPF appropriations have increased from \$31.5 million in 1994/95 to \$250 million in 2007/08.

Solid waste programs have been funded by the EPF since its inception. In the first program year (FY 94/95), solid waste programs were assigned the largest portion of the fund—\$13 million or 42 percent of the \$31 million total. However, as the amount of EPF funds grew, the percentage allocated for solid waste programs got smaller. For example, when the EPF reached its peak of \$250 million in FY 07/08, only \$21.5 million or 8.6 percent was allocated to solid waste programs despite a 63 percent increase to the funds allocated to the EPF.

Solid waste program funding has included three primary line items within the EPF: landfill closure (including landfill gas management); municipal recycling (including HHW collection), and secondary materials market development. Annual allocations for the landfill closure grants have ranged from \$0 (FY 02 to 05) to \$18 million (FY 96/97). Municipal recycling appropriations have ranged from \$2 million (FY 94/95) to \$10.8 million (FY 09/10). Allocations for the secondary materials markets line, managed by ESD, have ranged from \$2 million (FY 94/95) to \$8.75 million (FY 07/08). EPF grants generally require a match of 50 percent or more from the grantee—a municipality in the case of a DEC grant and a private company or not-for-profit in the case of an ESD grant.

#### 6.3.1 (b) Product and Packaging Stewardship

Product and packaging stewardship programs require the producers or brand owners of a product or package to extend their responsibility to the end-of-life management of the products or materials they put into the marketplace. In these programs, producers take either physical or financial responsibility for recycling and safe disposition of their products or materials. As a result, these programs either relieve a government obligation, generate revenues for state and local governments or both. (For more information, see Section 5.)

In all cases, stewardship programs reduce the demand for local resources by shifting responsibility from local governments, taxpayers and ratepayers to producers and consumers. In addition,

stewardship programs often include a requirement that producers pay annual registration fees to the state to offset the program management and oversight costs.

In some cases, stewardship programs generate revenue for government entities, particularly those that provide collection services for producers. For example, the Washington State E-Cycles product stewardship program has yielded new revenue for local governments with e-waste collection sites. One county in Washington was able to achieve a net gain of more than \$500,000 per year by avoiding \$368,000 in operating costs and generating \$180,000 in revenue by providing e-waste collection infrastructure.

In Ontario, Canada, the packaging and printed product stewardship program requires brand owners to pay 50 percent of the costs of residential recycling programs. Reimbursements to local municipalities are based on the amount of material recycled and the net cost to manage each material, as derived from a formula agreed upon by the brand owners and municipalities. The program generates approximately \$48 million per year for municipal recycling programs, and, during the past four years, it has generated approximately \$60 million in investments in efficiency and other system improvements.<sup>42</sup>

#### 6.3.1 (c) New York State Bond Act

One tool for financing large-scale public investments is bonding. The authority to issue bonds must be approved by the State Legislature, then by the public through a general referendum, and then, once again, by the Legislature. In New York State, this tool has been used to fund environmental infrastructure investments three times, with enactment of the 1972 EQBA, the 1986 EQBA, and the 1996 CW/CA Bond Act. Each of these included significant allocations for materials and waste management.

The 1972 EQBA authorized a total of \$1.15 billion in environmental spending, including \$175 million for solid waste projects. The 1986 EQBA provided \$1.2 billion for various projects, including \$100 million for zero-interest loans to local governments to properly close municipal landfills. The 1996 CW/CA Bond Act authorized \$1.75 billion in total, including \$175 million in the solid waste category. Some stakeholders have suggested a new bond act that would help to finance the move *Beyond Waste*.

#### 6.3.1 (d) Solid Waste Disposal Fees

More than 30 states assess some type of fee or tax on the disposal of solid waste, serving as both a disincentive to disposal and a source of revenue to meet various funding needs. Generally, those fees are either passed on to the consumer or absorbed by the entity charged with paying it. Fees vary by state from \$.25 per ton, to \$8.25 per ton. With the exception of Massachusetts, all of New York State's neighbor states assess a solid waste disposal fee. (See Table 6.2) Most states assess the

<sup>42</sup>*Packaging Stewardship in Action*; presentation by Gordon Day, Corporations Supporting Recycling; November 2008.

Additional information available at [www.stewardedes.ca](http://www.stewardedes.ca), [www.stewardshipontario.ca](http://www.stewardshipontario.ca), and [www.ontarioelectronicstewardship.ca](http://www.ontarioelectronicstewardship.ca).

fee on waste only (not on recyclables) and use the revenues raised to fund solid waste-related programs such as landfill closure or recycling programs and grants.

The state fees and taxes of other states summarized below demonstrate that disposal fees can be structured in a variety of ways, depending on the policy goals and financial needs of the state and local governments targeted. For example, in New York State, a fee could be structured either to exempt facilities that already support an integrated solid waste management system, including waste prevention, reuse, recycling and composting programs, or to enable some portion of the fee to remain with the local government to fund such systems. In any instance, the fee should be directed to a special fund dedicated to support planning, infrastructure, education and outreach expenses to implement waste prevention, reuse, recycling, and composting more aggressively throughout the state.

Using current disposal figures, New York State could generate more than \$100 million each year to fund recycling activities if a moderate \$5 per ton tip fee was imposed. This would have a significant impact on recycling activities in the state, representing more than five times the funds currently available from the EPF.

TABLE 6.2 – SOLID WASTE DISPOSAL FEES IN NEIGHBORING STATES

State	Per-Ton Fee	Comments
Vermont	\$6.00	On all waste, including export, to fund Solid Waste Implementation Fund (grants, state programs, education, etc.)
Connecticut	\$1.50	Assessed on waste at MWC facilities; funds Solid Waste Account at CT DEP
New Jersey	\$3.00	Funds Recycling Fund (60% to municipalities; 30% to counties; 5% to higher education institutions; 5% to state)
Pennsylvania	\$7.25	Includes: \$4 waste-disposal fee; \$2 recycling fee; \$1 host municipality benefit fee; \$.25 stewardship fee
Ohio	\$3.50	\$1 for hazardous waste fund; \$1 for solid waste fund; \$1.50 for environmental protection fund; also authorizes local entities to levy additional fees for specific solid waste-related uses

Some states have structured their disposal fees to advance policy goals, either by providing greater support for areas with lower recycling rates, or by rewarding strong performers. For example, the fees assessed by the State of Iowa are greater for "planning areas" with lower recycling rates and lower for areas with higher rates, with some of the fee retained by the planning area for planning and implementation. Areas with less than a 25 percent diversion rate are assessed a fee of \$4.75/ton, \$1.45/ton of which is retained by the planning area; in areas with greater than 50 percent diversion, the fee is \$3.25/ton, \$1.30 of which is retained by the planning area.

New Jersey's Recycling Tax funds four distinct revenue streams, with all funding used to support solid waste and recycling related programs:

- Sixty percent of the proceeds of the Recycling Tax are dedicated to the Recycling Tonnage Grants Program. This program provides payments to municipalities based on the overall weight of materials recycled, thereby providing an incentive for communities to achieve greater levels of recycling and put strong data collection and reporting mechanisms in place.
- Thirty percent of the tax proceeds are distributed to counties in the state in three ways: the majority of county funds are distributed for implementation of solid waste management plans based on the counties' waste generation levels; a portion is set aside for recycling enhancement grants for counties to establish new programs (e.g., enforcement, education, etc.), and a portion is set aside for public information and education.
- Five percent of the tax revenues are used to provide grants to universities and other institutions of higher education to conduct research on recycling.
- Five percent is used to fund a portion of the New Jersey Department of Environmental Protection's solid waste program.

West Virginia has the highest per-ton tip fee surcharge at \$8.75. The funds are raised for the following specific purposes:

- \$1.75/ton Solid Waste Assessment Fee to fund solid waste management programs
- \$1.00/ton Solid Waste Assessment Interim Fee for a solid waste management fund, half of which is distributed to county or regional solid waste authorities, and half is used for grants and administration
- \$2.00/ton Recycling Assessment Fee, half of which is dedicated to grants for municipalities to plan and implement recycling programs, while the remainder is distributed to other agency funds
- \$3.50/ton Closure Cost Assessment Fee for the landfill closure assistance program
- \$.50/ton County Solid Waste Assessment Fee for administration, cleanup, litter control, or other county solid waste programs

Minnesota originally financed its solid waste management program through a disposal fee assessed at the solid waste facility but later transitioned to a Solid Waste Management Tax paid by waste generators (i.e., residents, businesses, and institutions). Non-residential (i.e., commercial and institutional) MSW generators pay a 17 percent tax on their waste disposal bills (including fees for

collection and disposal of waste), while residential generators pay 9.75 percent. Generators of other waste streams, including C&D debris, industrial and infectious waste, pay \$.06 per cubic yard collected. Fees for materials collected for recycling, composting, and use as alternative daily cover at landfills are exempt from the tax, as are disaster debris and industrial wastes disposed of in a landfill owned by the generator. Half of the revenue from the tax is dedicated to landfill clean up and state agency activities, and the remainder goes to the general fund.

#### 6.3.1(e) Plastic Bag Fees

Many communities, countries and companies are considering assessing fees on the use of plastic carryout bags to raise revenue and to curb the use of this problematic product. Such fees are in place in Washington, DC and Seattle, WA, Ireland, Belgium and other countries. Enacted fees range from \$.05 to \$.25 per bag. Several Canadian retailers have implemented such fees voluntarily and report a reduction in bag use of 50 percent or more.

#### 6.3.1 (f) Permit and Compliance Fees

Many states raise revenues by assessing fees on solid waste management facility permits. According to a survey conducted by NEWMOA, New York is the only state in the region that does not collect fees from solid waste facility permit applicants. DEC does collect fees for many other types of permits, including those issued by the air and water divisions, and assesses hazardous waste regulatory fees.

In some states (Connecticut, Massachusetts, New Hampshire and Rhode Island), fees are paid to the general fund, while others (Maine, New Jersey and Vermont) use permit fees to fund their solid waste programs. The fees charged in other northeastern states differ dramatically, ranging from approximately \$1,000 (for small transfer station permit modifications in MA) to \$100,000 or more (for landfills in NJ and RI). Most states use a formula or a set of criteria for determining the fee schedule for different types of facility permits, usually related to the facility acceptance rate or whether the facility is in public or private ownership.

In addition, with the exception of New Hampshire, all of the other northeast states charge permit renewal or annual compliance fees which, like permit fees, vary widely from state to state. It is important to note that, although New York State does not have a compliance fee *per se*, some solid waste disposal facilities are required to fund a DEC-employed monitor to provide independent oversight of their operations. The fees paid by facility operators to cover the cost of monitors are intended to ensure compliance.

#### 6.3.1 (g) Unclaimed Bottle Deposits

In 2009, thanks to the leadership of Governor Paterson, the New York State budget included an expansion of the state's bottle deposit/return program (Bottle Bill) to capture water bottles and redirect to the state's general fund 80 percent of all unclaimed deposits on beverage containers. The revenues from unclaimed deposits, estimated at \$115 million per year, are to be used to offset substantial anticipated revenue shortfalls in the state's General Fund.

Several states use, or have used, unclaimed deposits to fund recycling programs or agency activities. The logic is simple—if the deposit on a container is not redeemed, that container will end up as solid waste to be managed by a government program. For example, in California, unclaimed deposits have funded grant programs and administrative activities, as well as municipal recycling programs. California communities received the unclaimed deposits for those containers that are managed in their solid waste programs, as determined by reports and periodic audits, instead of being returned for deposit.<sup>43</sup> For many years, Massachusetts funded its state agency solid waste program and a municipal recycling grant program through the use of unclaimed deposits.

### 6.3.2 Existing and Potential Local Funding Sources

#### 6.3.2 (a) Property Tax

Most municipalities in New York State fund their solid waste and recycling programs using general revenues derived from property taxes. This system provides no incentive to the resident/taxpayer to reduce or recycle waste because the actual cost of waste disposal is hidden. Moreover, this approach, while simple and straightforward, leads to difficult budget decisions where investments in waste reduction and recycling compete with other critical public services, such as police, fire protection, libraries and schools. Those who waste less essentially subsidize their neighbors who waste more.

#### 6.3.2 (b) Pay as You Throw/Save Money and Reduce Trash (PAYT/SMART)

More than 400 communities in the state employ some form of volume-based pricing. These programs charge residents for waste collection and recycling services based on the volume of waste generated. When properly structured, the full system costs (including recycling, composting and waste prevention programs) are included in waste disposal fees, while recycling and composting collections are provided for free. This gives residents an incentive to reduce their waste and recycle more. These properly structured volume-based pricing programs are known as PAYT/SMART. EPA has documented the benefits of PAYT/SMART programs.

(See <http://www.epa.gov/osw/consERVE/tools/payt/>.)

#### 6.3.2 (c) Integrated Systems Fees

Some municipalities in New York State own solid waste management facilities (transfer stations, landfills or MWCs) and finance their integrated solid waste management programs with revenues from the tip fees charged at those facilities. Like PAYT/SMART, these programs generally place fees on disposal, though not at the household level, but provide recycling programs for free. In some cases, integrated systems are further supported by flow control ordinances that allow municipalities to direct the waste generated within its borders to particular waste management facilities. This structure enables a municipality to set fees based on total system costs without regard to

<sup>43</sup> <http://www.conservation.ca.gov/dor/lgacp/curbside/Pages/csp.aspx>

competition from private waste facilities whose prices can be lower because they either do not provide or separately charge for other services, such as recycling and composting, and because they enjoy efficiencies related to economies of scale. (For more on flow control, see Appendix D.)

#### 6.3.2 (d) *Private Subscription Service*

In many communities in New York State, the municipality has little involvement in recycling and waste collection, processing and disposal. In these areas, residents subscribe to collection services provided by the private sector. Communities can regulate services provided by private carting companies by local law to ensure, for example, that recycling services are provided or otherwise set performance parameters. However, many New York State communities do not exercise that oversight.

While private subscription services are fee-based, they tend not to achieve the waste reduction gains of PAYT/SMART programs because the fees are assessed based on actual service cost, not on system costs. For example, many private carting companies charge for recycling or yard trimmings collection services. They also tend to assign a waste management fee amount for collection, with only minor incremental increases, if any at all, for greater volume—a 64-gallon container will cost only a small amount more than a 30-gallon container. In contrast, PAYT/SMART programs purposely discourage higher volume disposal by charging more than twice as much for a 64-gallon container as a 30-gallon container. Most private subscription services are simply not structured to incentivize waste reduction and recycling.

#### 6.3.2 (e) *Sales Tax*

One New York State county uses a portion of its sales tax to finance its innovative solid waste management program. In Delaware County, one cent out of every eight cents collected in sales tax is dedicated to the county's solid waste management complex, which includes a material recovery facility, a mixed waste (MSW, food processing waste, and biosolids) composting facility, a C&D debris recovery facility and a landfill. Sales tax revenues have made possible the substantial investment in mixed-waste composting that produces a marketable product and reduces the residual waste stream, thus facilitating an increase in recycling in the county and a significant extension to the site life of the county landfill.

#### 6.3.2 (f) *Generator Fees and Other Direct Municipal Charges*

Some municipalities in New York State charge residents a separate, dedicated fee for solid waste-related services. For example, Otsego and Tompkins counties directly bill residents and businesses a "generator fee" to finance recycling, composting, and solid waste programs. Other municipalities charge residents for municipally operated or contracted waste collection services either directly, as a bill, or as a line item on local taxes. These programs can have the same drawbacks as private subscription services unless they are structured as PAYT/SMART systems or otherwise provide incentives for waste reduction, recycling and composting. The main benefits of municipally operated

or contracted collection, as compared to private subscription service, are reduced truck traffic and cost savings that result from collection efficiencies and economies of scale.

### 6.3.3 Existing and Potential Financial Incentives

#### 6.3.3 (a) Carbon Credits

Carbon offset credits are an emerging revenue stream, designed to monetize the environmental value of reducing GHG emissions through enhanced environmental management techniques. There are several voluntary carbon offset trading programs, including the Voluntary Carbon Standard (VCS) and the California Climate Registry (CCR). In addition, the Regional Greenhouse Gas Initiative (RGGI) operates a regulated market. Each RGGI state, including New York State, has issued regulations setting basic operating parameters, such as what actions yield tradable credits. The others are venues for private transactions between generators and purchasers of offsets without government oversight or endorsement, and the vigorous verification associated with a regulated program.

To trade carbon credits, the offset measure must be verifiable using an approved protocol. Such protocols exist for the destruction of methane gas and, as a result, methane destruction credits are routinely traded on all of the markets listed above. To date, verification protocols have not been developed for recycling, but once protocols are in place, they can be used to capture carbon offset revenue for the recycler through the trading of credits. Ideally, that revenue could be used to finance infrastructure and other investments in recycling and organics recovery.

Price variability and volatility limit the application of carbon offset credits as a reliable financing mechanism for the investments necessary to move *Beyond Waste*. Reliability is also diminished by the fact that, in time, national legislation regulating carbon emissions could either preempt or support credits for waste-related activities. Reliability aside, carbon credits can still provide a valuable incentive to improve solid waste management performance by monetizing the environmental benefits of actions like recycling and composting.

#### 6.3.3 (b) Feed-In Tariffs

Some states and many European countries use Feed-In tariffs to incentivize renewable energy production, such as the capture of bio-gas for energy production in anaerobic digestion systems. In these systems, the government sets a rate that utilities must pay for renewable electricity sources. The rate is well beyond market rate to create a financial incentive for renewable energy production.

*Solid Waste Management Agreement*

Special Committee on the Future of the RRA - Book #3 | 9/10/12

SOLID WASTE MANAGEMENT AGREEMENT

Between

THE ULSTER COUNTY RESOURCE RECOVERY AGENCY

and

THE TOWN OF NEW PALTZ

Dated as of November 1, 1992

agreemnt\npswmp.agt (10/9/92)

As of: Thursday, September 20, 2012

SOLID WASTE MANAGEMENT AGREEMENT

SOLID WASTE MANAGEMENT AGREEMENT dated as of \_\_\_\_\_, 1992 between the ULSTER COUNTY RESOURCE RECOVERY AGENCY, a public benefit corporation duly organized and existing under the laws of the State of New York and having its principal offices at 52 Main Street, UPO Box 4298, Kingston, New York 12401 (the "Agency") and the Town of New Paltz, a municipal corporation of the State of New York having its principal offices at Town Hall, P. O. Box 550, New Paltz, New York 12561 (the "Town"):

W I T N E S S E T H:

WHEREAS, the disposal of solid waste generated in or originating in the County of Ulster (the "County") is a serious problem that poses a threat to public health and safety and the environmental unless properly managed; and

WHEREAS, at the request of the Town and other communities within the County, the Ulster County Legislature (the "County Legislature") petitioned the New York State Legislature to create by special act the Agency and empowered the Agency to, among other things, plan, develop, finance, construct, upgrade, renovate, and operate solid waste management facilities; and

WHEREAS, the Agency has been established as the "local planning unit" as that term is defined in Article 27 of the Environmental Conservation Law and "lead agency" as that term is defined in Article 8 of the Environmental Conservation Law and 6

NYCRR Part 360 (collectively "SEQRA") to prepare a comprehensive solid waste management plan (the "Plan"), and conduct a review thereof pursuant to SEQRA, which Plan includes the following initiatives: implementation of a County-wide solid waste reduction, reuse and recycling plan; selection of solid waste disposal technologies; and implementation of host community benefit programs for municipalities affected by Agency-owned facilities; and

WHEREAS, a final generic environmental impact statement ("GEIS") and supplemental final GEIS were duly authorized, undertaken, completed and filed; and

WHEREAS, the Agency, the County, and the New York State Department of Environmental Conservation ("NYSDEC") have approved a plan and adopted findings in connection with the final GEIS and supplemental final GEIS; and

WHEREAS, the Plan provides for a comprehensive program to manage solid waste in the County for the next 20 years; and,

WHEREAS, in support of the Agency's implementation of the Plan, the County Legislature has adopted and approved Local Law No. 8 - 1991, the Mandatory Source Separation and Recycling Law and Local Law No. 9 - 1991 Solid Waste Management Law, and has approved a Solid Waste Service Agreement between the County and the Agency which provides for the terms and conditions of the Agency's assumption of responsibility for management of the County's solid waste, and for the payment by the County of "net service fees" in consideration of the Agency's providing solid waste management

services as defined therein, and

WHEREAS, the Town and the Agency desire to establish the terms and conditions pursuant to which the Agency shall undertake responsibility for managing solid waste in the Town and to assume responsibility for certain existing facilities of the Town; and

WHEREAS, it is the purpose of this Agreement to ensure a coordinated transition of responsibility for solid waste management from the Town to the Agency and the provision by the Agency of solid waste management services for the Town during the term of this Agreement,

NOW, THEREFORE, the Agency and the Town in consideration of the premises and the respective representations and agreements hereinafter contained and other good and valuable considerations, receipt of which is hereby acknowledged, agree as follows:

**Section 1. Definitions**

For the purpose of this Agreement, the following words and terms shall have the respective meanings set forth below, unless the context otherwise requires:

"Act" means Title 13-G of the Public Authorities Law of the State.

"Agency" means Ulster County Resource Recovery Agency, a corporate governmental agency constituting a public benefit corporation of the State duly organized and existing under the laws of the State, and any body, board, authority, agency or other political subdivision of the State which shall hereafter succeed to the powers, duties and functions of the Agency.

"Agreement" means this Solid Waste Management Agreement and any supplements and amendments hereto made in conformity with the terms hereof.

"County" means the county of Ulster, State of New York.

"Effective Date" means the date service is first provided hereunder by the Agency.

"Regulated Recyclable Materials" means newspaper, color-separated glass bottles and jars, metal cans, plastic bottles and jugs, corrugated cardboard and any other materials as may be designated by the Agency in accordance with Local Law No. 8 of 1991.

"Solid Waste" means all materials or substances discarded or rejected within the Town as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection, including, but not limited to garbage, refuse, industrial and commercial waste, sludges from air or water pollution control facilities or water supply treatment facilities, rubbish, ashes, contained gaseous material, incinerator residue, demolition and construction debris and offal, but not including sewage and other highly diluted water-carried materials or substances and those in gaseous form, source, special nuclear or by-product material within the meaning of the United States Atomic Energy Act of 1954, as amended, 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 of the State of New York, and scrap or other material of value

separated from the waste stream and held for purposes of materials recycling, as such definition may be amended from time to time by the State.

"Solid Waste Flow Control Laws" means the provisions of Local Law No. 8 of 1991 and Local Law No. 9 of 1991 which respectively require the delivery of Regulated Recyclable Materials and the disposal of Solid Waste at designated facilities.

"Solid Waste Management Plan" means the plan for management of Solid Waste in the County approved by the State Department of Environmental Conservation on December 3, 1991, as amended from time to time pursuant to law.

"Solid Waste Service Agreement" means the agreement between the Agency and the County dated as of January 1, 1992, providing for solid waste services by the Agency to the County, including the development and implementation to the System.

"State" means the State of New York.

"System" means collectively all elements of any sites containing the facilities constructed or obtained by the Agency to carry out the purposes of this Agreement, including interim satellite aggregation centers for the processing of Regulated Recyclable Materials and interim landfills to be obtained pursuant to law and agreement with the municipalities owning such landfills, including the Town pursuant to this Agreement, and the facilities identified in the Solid Waste Management Plan and alternate disposal sites, except that the term System shall not include any incinerator or waste-to-energy facility.

"Town" means the Town of New Paltz.

**Section 2. Provision of the System by the Agency**

The Agency will cause the planning, design, acquisition, construction, renovation, completion and operation of the System in accordance with the Solid Waste Management Plan. The Agency shall cause the costs of planning, designing, acquiring, constructing, renovating, equipping and completing the System to be financed through the issuance of revenue bonds. Any revenue bonds issued by the Agency shall not constitute a debt of the State, County or Town and neither the State, County or Town shall be liable thereon.

All facilities of the System will be planned, designed, acquired, equipped, completed and operated so as to meet all applicable permit conditions and environmental requirements. The Town shall have no obligation to pay for any of the facilities set forth in this section, nor any expense in the operation of the system except as otherwise provided in Sections 6, 9 and Exhibit 4 of this Agreement.

The parties acknowledge that the Agency and the County have entered into the Solid Waste Service Agreement whereby the Agency agrees to provide or cause to be provided to the facilities of the System for management of Solid Waste and Regulated Recyclable Materials generated in or coming into the County. The Agency agrees to provide and operate the System and accept Solid Waste and Regulated Recyclable Materials at the facilities of the System. In consideration of this service, and upon the effective

date of the Solid Waste Service Agreement, the County will pay, if required, "Net Service Fees" as defined in the Solid Waste Service Agreement. A copy of the Solid Waste Service Agreement is annexed hereto as Exhibit "5".

**Section 3.      The Agency's Service Obligations**

During the term of this Agreement the Agency shall be responsible for, and will provide, or cause to be provided through the System, the service of accepting, processing, and/or disposing of Solid Waste and accepting, processing, and marketing of Regulated Recyclable Materials.

The Agency shall not accept, at the Landfill, any (i) hazardous waste as defined in Part 371 of Title 6 of the New York Code of Rules and Regulations that is required to be managed at a facility subject to regulation under Part 373 or 374 of Title 6 of the New York Code of Rules and Regulations; (ii) low-level radioactive waste that is required to be disposed of at a land disposal facility subject to regulation under Part 382 of Title 6 of the New York Code of Rules and Regulation; (iii) asbestos waste as defined in Section 360-1.2(b)(12) of Title 6 of the New York Code of Rules and Regulations unless said asbestos waste is removed and packaged in accordance with 40 CFR Part 61, Sub Parts A and M, 29 CFR Part 1910, and Section 360-2.17(m) of Title 6 of the New York Code of Rules and Regulations; (iv) infectious waste as defined in Section 360-1.2(b)(81) of Title 6 of the New York Code

of Rules and Regulations; and any other material not authorized by state or federal law, rule or regulation to be disposed of at the Landfill. The Agency will take all necessary steps to prevent the disposal of the materials described in this paragraph at the Landfill, and will be responsible for the costs of removing any such materials wrongfully disposed of there and remediating the Landfill in accordance with applicable state or federal law, rule, regulation, or administrative order. Nothing herein shall prevent the Agency from proceeding against any party which has disposed, or attempted to dispose of such materials at the Landfill for damages or other remedies.

The Agency and the Town shall notify each other in writing immediately after receiving any notice or advice from any governmental entity or other party with respect to any violation of federal, state or local laws, rules or regulations affecting the Landfill.

The obligations of the Agency pursuant to this Section shall survive the expiration or earlier termination of the Agreement.

**Section 4.       The Agency's Fees and Charges**

The Agency shall establish and from time to time amend such fees and charges as it deems necessary and proper to pay for the costs of the System and providing the service under this Agreement, including a tipping fee at the Agency's facilities. The tipping fee shall be established on an annual basis. The Agency

shall announce the proposed annual tipping fee for the next year by September 10th of each year. The Agency shall provide, at the time of its announcement of the proposed annual tipping fee, a proposed annual budget and a five year projection of costs and expenses including estimated tipping fees for the five year period. A new five year projection shall be provided each year. The projection shall contain detailed data, information, and analysis so as to provide a basis for the projected tipping fees. The Agency shall take all reasonable steps to maintain as accurate a projection as possible. The Agency shall notify the Town in writing of the proposed annual tipping fee and shall schedule a hearing on the tipping fee upon 20 days written notice to the Town. The Agency shall establish the tipping fee no later than October 15th of each year. The Agency agrees that the tipping fee to be charged until December 31, 1993 shall not exceed \$ 55.00 per ton. The Agency shall not increase the annual tipping fee charged the Town during any fiscal year, unless such increase is required by unforeseen increases in expenses relating to payment of debt service or operating and maintaining the facilities of the Agency or funding reserves therefore, or an unforeseen decrease in revenues and, unless the Agency first provides the Town with written notice of the proposed increase and an opportunity to be heard thereon. If, after reviewing the circumstances, and taking into account the position of the Town, the Agency determines that an increase is required, the Agency shall notify the Town in writing of such increase at least 45 days before it takes effect.

The Agency shall exercise its best efforts to minimize increases in the tipping fee charged to the Town, except that it shall always establish a tipping fee which generates sufficient revenues at all times to pay as the same shall become due, the principal and interest on any bonds issued by the Agency together with the maintenance of proper reserves therefore and the expenses of operating and maintaining the Agency's System, together with proper reserves for debt service, depreciation, maintenance and contingencies as required by the Act, the Solid Waste Service Agreement, or the System financing documents.

The fees and charges shall be collected from all users of the System. Notwithstanding the above, and in order to encourage recycling, the Agency agrees that it will establish no fee or charge for residential recycling of Regulated Recyclable Materials for three years from the effective date of this Agreement. The Agency agrees to take all reasonable steps to provide residential recycling at no charge or fee during the balance of this Agreement, as well. A fee or charge may be established for commercial and institutional recycling of Regulated Recyclable Materials, said fee shall at no time exceed the actual fee or charge levied against the Agency by the destination market together with the actual costs incurred by the Agency for the collection, sorting and transportation of said materials. For the purposes of this Agreement, the terms "residential", "commercial" and "institutional" shall have the same meaning as set forth in Local Law No. 8 of 1991, the Mandatory Recycling Law

Section 5. The Town's Obligation to Deliver Solid Waste and Regulated Recyclable Materials

The Town shall take Appropriate Action to deliver or cause to be delivered all Solid Waste and Regulated Recyclable Materials generated in or originating in the Town to a Solid Waste management facility designated by the Agency. Any such Solid Waste management facility shall be located in the County. For the purposes of this section, the term "Appropriate Action" shall mean and include the following:

- a) the establishment of the municipal drop-off center as provided in Section 7 of the Agreement;
- b) the exercise by the Town of its best efforts to encourage its citizens who self-haul Solid Waste and Regulated Recyclable Materials to utilize the municipal drop-off center;
- c) delivery of all Solid Waste and Regulated Recyclable Material generated by the Town's operations to the Landfill, municipal drop-off center, or satellite aggregation center;
- d) refraining from interfering with the Agency's receipt of Solid Waste deposited in the Solid Waste roll-off or other proper receptacle, or Regulated Recyclable Materials at the municipal drop-off center, but nothing herein shall restrict the Town's authority to deal with non-regulated recyclable materials;
- e) exercising best efforts to encourage private haulers of Solid Waste and Regulated Recyclable Materials in the Town to dispose of Solid Waste or Regulated Recyclable Materials at facilities designated by the Agency in accordance with the Solid

Waste Management Plan;

f) cooperating with and assisting the Agency and the County Health Department in their efforts to enforce laws, rules and regulations governing the disposal of Solid Waste and delivery of Regulated Recyclable Materials in the Town;

g) taking such other steps as the parties may mutually agree upon, including, after the exercise of its legislative and police powers and pursuant to and in accordance with the State Constitution, Town Law and other statutory authority, consider the adoption of local laws, ordinances, rules or regulations providing, among other things, for the collection and disposal of Solid Waste and the collection and processing of Regulated Recyclable Materials at facilities designated by the Agency pursuant to the Solid Waste Management Plan.

The Town may, if lawful, delegate to the Agency the responsibility of implementing and enforcing the Appropriate Action described in "g" above. The Agency shall accept such delegation.

**Section 6. The Town's Operating Obligation**

The Town shall designate a location within the Town or jointly designate with other municipalities in the County, an area to be used as a municipal drop-off center for Solid Waste and Regulated Recyclable Materials. The purpose of the municipal drop-off center is to provide the option of self-hauling of Solid Waste and Regulated Recyclable Materials by residents of the Town. The Agency shall provide the Town with assistance in designing the

municipal drop-off center. The Town agrees that the municipal drop-off center shall be designed and constructed to allow for easy access by the Agency's equipment and vehicles and the residential users. The Agency shall provide roll-off boxes and related equipment for use at the municipal drop-off center as the Agency and Town deem necessary. Equipment provided by the Agency shall remain the property of the Agency. The Agency shall pay for the roll-offs, compactor roll-offs and related equipment to be used at the municipal drop-off center. The Agency shall reimburse the Town or pay the costs to design, renovate, or construct the municipal drop-off center, up to a maximum of \$40,000.00, the funds for which shall be taken from the Agency's first issuance of bonds. The Agency shall be solely responsible for obtaining any necessary permits from NYSDEC for construction and operation of the municipal drop-off center, and shall use its best efforts to obtain such permits, at no cost to the Town. The Town shall operate and maintain, at its expense, the municipal drop-off center during the term of this agreement. The Town shall retain the right to set charges and fees for use of the municipal drop-off center as it deems appropriate, except that so long as the Agency is providing to residential users the service of receiving, processing and marketing Regulated Recyclable Materials at no charge or fee, the Town shall not establish a separate charge or fee for the receipt of Regulated Recyclable Materials from residential users of the Town at the municipal drop-off center.

The Agency shall pull roll-off boxes from the municipal

drop-off center using its own agents or staff and equipment, or through contract, and shall transport the Solid Waste to Agency facilities for processing or disposal and Regulated Recyclable Materials to Agency's facilities for processing and marketing. The Town shall pay, subject to limitations set forth in Section 4 hereof the tipping fee established by the Agency pursuant to Article 4 hereof.

The Agency and the Town agree that the municipal drop-off centers shall be operated and maintained in accordance with the performance standards annexed hereto as Exhibit "1". The acceptance standards and performance standards set forth in Exhibit "1" shall remain in effect for a period of not less than two (2) years from the date of this Agreement and shall be amended only on the anniversary date of this Agreement thereafter, unless recycling markets require changes and the Agency is unable to secure other markets.

The Town shall notify the Agency in writing immediately after receiving any notice or advice from any governmental entity or other party with respect to any violation of federal, state or local laws, rules or regulations affecting the municipal drop-off center.

**Section 7. Transportation of Other Recyclables**

In the event that the Town accepts and collects non-hazardous recyclable material at the municipal recycling center in addition to the Regulated Recyclables, the Agency and the Town

hereby agree that the materials shall be stored in roll-off containers provided by the Town and that the Agency will, to the best of its ability, agree to provide transportation of these containers to destination markets designated by the Town if (i) the markets are in Ulster County or within 45 miles of the municipal drop-off center; (ii) the Town agrees to pay all costs for the service; (iii) the equipment provided by the Town is compatible with Agency equipment; and (iv) the provision of service by the Agency will not adversely impact its ability to provide service under the other provisions of this Agreement.

**Section 7A. Municipal Yard Waste Composting and Clean Wood Waste Handling Program**

The Agency has established a municipal yard waste composting and clean wood waste handling program ("MCP"). The terms and conditions of the program are annexed hereto as Exhibit "2". The Town may agree to participate in and comply with the MCP in accordance with those terms and conditions. The Town may proceed by jointly agreeing with another municipality to participate in the MCP

**Section 8. Maximization of Reduction, Reuse and Recycling Initiatives**

It is the intent of the Agency and the Town in entering into this Agreement to maximize the reduction, reuse, and recycling of materials. The Agency agrees to provide, pursuant to the Plan,

a vigorous education program to encourage the inhabitants of the Town to reduce, reuse, and recycle materials to the maximum extent possible. The Town agrees to participate in such an education program and to encourage its inhabitants to participate in such efforts. Within the first year of the term of this Agreement, and upon request of the Town, the Agency agrees to establish at the municipal drop-off center a used tire and white goods program. The Agency shall use its best efforts to expand the definition of Regulated Recyclable Materials pursuant to Local Law No. 8.

**Section 9. Use of Existing Landfill by Agency**

The Town agrees to lease to the Agency the footprint of its existing landfill site, plus a thirty-foot buffer zone around the footprint, and an area sufficient for a scale and scalehouse as delineated in the attached Exhibit "3" (the "Landfill"), for the term of this Agreement. The Agency shall obtain a survey of such area at its own cost. The Agency shall have the right to use the Landfill for the purposes of disposing of Solid Waste generated within or originating in the County. Solid Waste shall only be disposed of on the existing footprint. The buffer zone shall be used only to provide an area of separation between the Landfill footprint and adjacent property. Monitoring wells, roads, environmental systems, the scale or scalehouse may also be located in the buffer zone. The Agency shall designate the Landfill to receive Solid Waste from the various municipalities of the County as provided for in the rules and regulations adopted pursuant to

Local Law No. 9 of 1991 and Exhibit "4" hereof.

The Agency acknowledges that it has made an assessment of the condition of the Landfill. The Agency accepts the Landfill "As Is".

The Agency shall, at its own expense: a) undertake such renovation, upgrade, and other capital expense necessary to operate the Landfill for the purposes of this Agreement; b) operate the Landfill; and c) close the Landfill and monitor closure pursuant to the modified consent order referred to below. The Agency shall have the right to construct and install, purchase or lease a scale house and scale on or near the Landfill for the purpose of weighing all Solid Waste to be received at the Landfill. The Agency shall operate and maintain the scale at its own expense. The Agency shall also have the right to construct such other buildings, or use such existing buildings at the Landfill as the Agency and Town shall agree. The Agency shall maintain any such buildings at its own expense.

The lease of the Landfill to the Agency shall become effective upon the execution of a modified consent order by and among the Agency, the Town and NYSDEC, which consent order shall provide for the Agency's assumption of responsibilities for the landfill, the operation of the landfill during the permitted period of operation, including provision for an on-site part-time monitor from NYSDEC, the closure of the landfill after operations cease, and the monitoring of such closure all at the cost of the Agency. The obligation to monitor closure shall survive the term of the

Agreement. The Agency and the Town agree to comply with the terms of the modified consent order.

The Town hereby leases the Landfill to the Agency for the amount of \$1.00 and the consideration that the Agency shall undertake the upgrading, renovation, operation, closure, and monitoring of the landfill at its own cost and expense.

The Agency shall dispose of Solid Waste only on the existing footprint portion of the Landfill, as defined by this Agreement. The Agency will observe all applicable regulations with regard to Landfill elevation and slope, but in no event shall the maximum height of the Landfill exceed a three-to-one slope or 325 feet above sea level. The Agency shall use the footprint of the Landfill until the footprint reaches capacity under 6 NYCRR Part 360, the Agency's County-wide 6 NYCRR Part 360 landfill is operational, or until January 1, 1996, whichever first occurs.

The Agency shall provide daily cover for the Landfill and shall utilize a clay material to cover each layer of Solid Waste. The Agency agrees to direct vehicles hauling Solid Waste into the Town from other municipalities within the County to use specified State roads until they reach the access road to the Landfill.

The Agency hereby hires the Town to operate the landfill on behalf of the Agency in accordance with the terms and conditions set forth in Exhibit "4" to this Agreement. The Town hereby agrees to perform such service in accordance with the terms and conditions in Exhibit "4" and agree to accept, as full compensation for the operation of the Landfill, the compensation provided in Exhibit

"4".

Upon the expiration or earlier termination of the term of this agreement, the Agency shall surrender and deliver the Landfill to the Town "As Is", in such condition as required by the Modified Consent Order. The Agency shall prepare, or have prepared by its engineering or environmental consultants a base line monitoring report, and shall provide such report to the Town prior to surrender of the Landfill property. The Agency shall remove from the Landfill on or prior to such expiration or earlier termination, all of its Property and shall repair any damage caused by such removal. Property not so removed may, at the option of the Town, be deemed to have been abandoned by the Agency and either may be retained by the Town as its property or be disposed of without accountability, in such manner as the Town may see fit, or if the Town shall give written notice to the Agency to such effect, such property shall be removed by the Agency at the Agency's sole cost and expense. If the Agency shall fail to remove such property, the Agency shall reimburse the Town upon demand for the reasonable costs incurred by the Town in effecting such removal.

The Agency agrees to establish an escrow account to be entitled "Landfill Closure Fund - Town of New Paltz Landfill". Escrow funds shall be held by an independent trustee and the terms of the trust shall provide, among other things, that the funds shall first be used to pay for the expenses to close and monitor closure of the landfill pursuant to the modified consent order. Any surplus shall be paid to the Agency. The Agency shall pay a

portion of its revenues into such fund on a monthly basis. Payment to the fund shall be made within thirty (30) days after receipt of revenues. The Landfill Closure Fund shall be as defined in the modified order on consent. The amount to be placed in the Landfill Closure Fund shall be not less than \$12.00 per ton of Solid Waste disposed of at the Landfill, and beginning January 1, 1993 shall be not less than <sup>\$1M5,000</sup> ~~\$585,000~~.00 per year, until such time as the Landfill is closed and closure is accepted by NYSDEC. Thereafter, the Agency shall collect and deposit in the escrow fund monies sufficient to pay for post-closure supervision and monitoring of the Landfill, and for the purposes of a contingency fund. The amount collected and deposited for post closure supervision and monitoring of the Landfill shall not be less than \$25,000 per year. The amount and duration of the contingency fund shall be mutually agreed upon by the parties at the time closure is completed. The purpose of the contingency fund shall be to provide the Agency with monies to be used solely to correct problems at the landfill site, or to pay the costs the Agency may be obligated to pay pursuant to Section 12 of this Agreement. The minimum amount to be collected, deposited and maintained in the contingency fund shall be \$1,000,000.

Except for surrender upon the expiration or earlier termination of the term of the Agreement, no surrender to the Town of the Landfill shall be valid or effective unless agreed to and accepted in writing by the Town.

In the event that the authority of the Agency to act is

canceled by Judicial Decree, Legislative enactment or otherwise, the Agency shall vacate the Landfill immediately. In addition to any other legal remedies the Town may have, any funds on deposit in the Escrow Account shall be transferred to the Town and the Agency shall forfeit any claim to said fund, if any claim ever existed.

The Agency, its successors and assigns agree that it has no intention to utilize the Landfill for any purpose other than that described herein. It further agrees that it will take no steps whatsoever to designate the Landfill as the "County-wide Part 360 Landfill" described in the Solid Waste Management Plan, to seek a permit for such purpose from the Department of Environmental Conservation, or to exercise the powers of eminent domain over the Landfill property.

The Town shall notify the Agency in writing immediately after receiving any notice or advice from any governmental entity or party with respect to any violation of federal, state or local laws, rules or regulations affecting the Landfill.

**Section 10.     Insurance**

The Agency shall obtain and maintain at its own expense throughout the term of this Agreement and during the monitoring period, insurance to the extent commercially available, to cover the properties and the liabilities of the Agency. The determination of commercial availability of insurance shall be made initially by the Agency and written evidence of such determination shall be sent to the Towns. If the Town disputes such determination, it shall advise the Agency in writing within 30 days

of receipt of the notice of determination. The parties shall then present the issue to binding alternate dispute resolution under the rules and procedures of the American Arbitration Association. If the Town does not respond with the thirty day period after actual receipt of the written determination, the determination of the Agency will become final. The Town shall be named as an additional Insured. The Town shall maintain insurance coverage in the same amount set forth in (a) and (b) below covering its operation of the Landfill. The cost of the insurance to be provided by the Town for landfill operation shall be borne by the Agency pursuant to Exhibit "4" hereof. The Agency shall be named as an additional Insured on the Town's policy.

The insurance policies shall be obtained from a good and solvent insurance company or companies licensed to do business in the State of New York. The insurance policies shall include the following:

(a) a comprehensive general liability insurance with broad form extension for personal injury, death and/or property damage in limits of not less than Two Million Dollars combined single limits; and

(b) a commercial comprehensive catastrophe liability umbrella policy for personal injury, death and/or property damage in limits of not less than Five Million Dollars; and

(c) an environmental impairment liability policy for spill insurance including pollution incidents of every kind and nature, including, but not limited to, sudden and/or slow and/or

gradual seepage and/or discharge pertaining to any, petroleum products, asbestos and any other materials set forth in the definitions of solid waste and hazardous substances in the amount of Two Million Dollars per single loss with an aggregate coverage of Four Million Dollars in a single year. The loss insured against shall include, but not be limited to any violation of law, rule or regulation under CERCLA, Navigation Law, Oil Spill Act, Clean Water Act, Toxic Substances Control Act and RCRA. Said policy shall include coverage for cleanup costs.

The Agency shall furnish the Town with a duplicate original copy of each of the aforesaid insurance policies provided for above and shall provide the Town with the renewals thereof, when due, during the term of this lease and the monitoring period.

**Section 11.     Reports**

The Agency shall report on a quarterly basis to the Town with respect to such matters relating to the operation and maintenance of the System and the administration of this Agreement, including: (i) the number of gross tons of Solid Waste or Regulated Recyclable Materials delivered to the System; (ii) the quantity of Solid Waste disposed of and Regulated Recyclable Materials processed and sold; (iii) the types and quantity of wastes which were refused acceptance for disposal or processing; and (iv) the amount and price of Regulated Recyclable Materials sold and other revenues.

Section 12. Indemnification with Respect to System Operation

The Agency agrees at its sole cost and expense that it will protect, indemnify, and hold harmless the Town and its officers, employees and agents (collectively, the "Indemnified Parties") from and against any and all losses, liabilities, actions, damages, claims, penalties, demands, fines, judgments, costs, expenses, expert witness fees, sums paid in settlements, suits or actions and attorneys' fees, and will defend the Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property arising out of the operation of the System, including, but not be limited, to any violation of law, rule or regulation under CERCLA, Navigation Law, Oil Spill Act, Clean Water Act, Toxic Substances Control Act and RCRA, the Common Law or Equity, governmental regulation or the performance (or non-performance) of the Agency's obligations under this Agreement or any injury or damage arising from the use or operation of the demised premise at any time whatsoever. The Agency shall not, however, be required to reimburse or indemnify any Indemnified Party for a loss or claim:

- 1) due to the gross negligence or willful misconduct of any Indemnified Party, and the Indemnified Party whose gross negligence or willful misconduct is adjudged to have been the primary cause of such loss or claim will reimburse the Agency for the costs of defending any suit as required above; or
- 2) relating to the Landfill or operations thereof arising, accruing, or based upon conditions existing on or prior to the effective date of this

Agreement, provided, however, that the parties have obtained from an independent engineer selected by the parties and compensated from the Escrow Fund, subject to reimbursement by the Agency, a written opinion conclusively showing that the loss or claim arose, accrued or was based upon a condition existing prior to this Agreement. An Indemnified Party shall promptly notify the Agency of the assertion of any claim against it for which it is so entitled to be indemnified, shall give the Agency the opportunity to defend such claim, and shall not settle such claim without the approval of the Agency. These indemnification provisions are for the protection of the Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions shall survive termination of the agreement but shall continue in force and effect for no longer than the period of limitation for any action.

Indemnitor agrees that its liability to Indemnitee shall arise upon the earlier to occur of (1) the discovery of, or the threat or suspected presence of, any hazardous materials or asbestos or other harmful substance on, under or about the property, or (2) the institution of any Indemnified Claim and not upon the realization of loss or damage. Indemnitor shall also indemnify and hold harmless Indemnitee from any loss, costs or expenses, including, without limitation, attorneys' fees, arising out of the enforcement of this indemnity, or the assertion by the Indemnitor of any defense to its obligations hereunder.

**Section 13. Notice of Litigation**

The Town shall deliver written notice to the Agency of any litigation or similar proceeding to which the Town shall be a party and which shall question the validity or enforceability of this Agreement. The Agency shall defend any such litigation or proceeding, or pay the costs thereof.

**Section 14. Default**

(a) Default by the Agency

The occurrence of any of the following shall constitute a default by the Agency:

(1) A failure on the part of the Agency to pay the monthly installment into the escrow account established pursuant to the Agreement; and

(2) The failure on the part of the Agency to maintain insurance as agreed; and

(3) The failure on the part of the Agency to observe or perform any of the other material terms of this Agreement on the part of the Agency to be observed and performed; and

(4) The cancellation of the Agency's power to act by judicial decree, legislative enactment or otherwise; and

(5) The filing of a petition in bankruptcy or the petition for any other relief from creditors under any Federal or State law, as well as an assignment for the benefit of creditors, or the appointment of a Receiver.

In the event of any default as set forth in this

paragraph above, the Town must give written notice to the Agency calling attention to the existence of such failure. If the failure is not cured within thirty (30) days after notice thereof, then the Town may without notice re-enter the demised premises either by force or otherwise and dispossess the Agency by summary proceedings or otherwise and the Agency shall remove its effects from the premises and the Agency hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end and the Town shall have all other remedies provided by law or equity or contract.

Notwithstanding the above, if the failure is of such a nature that it cannot reasonably be fully cured within the thirty (30) day period after notice, the Agency shall not be in default if it commences a cure within the thirty day period and thereafter diligently proceeds with all action necessary to complete such cure within a reasonable time.

In the case of any default, re-entry or dispossess by summary proceedings or otherwise:

(i) the payments into the escrow account shall be due thereupon and shall be paid to the Town, provided that the Town shall use those escrow funds to pay for the closure of the Landfill; and

(ii) the costs of re-entry and litigation, including attorney's fees and expenses in putting the demised premises in good order, or preparing the same for resumption of operation by the Town or otherwise, shall be an item of damage.

(iii) the Town has no obligation to resume operation of the Landfill or to obtain another entity to operate the same.

(iv) the Town may recover against the Agency any legal money damages or costs and expenses permitted in an action at law or equity as may be justified under all the circumstances.

(b) Default by the Town

The failure on the part of the Town to observe or perform any of the material terms of this Agreement on the part of the Town of be observed and performed shall constitute a default hereunder.

In the event of any default as set forth in the paragraph above, the Agency must give written notice to the Town calling attention to the existence of such failure. If the failure is not cured within thirty (30) days after notice thereof, then the Agency may institute legal or equitable proceedings as it deems proper. The Agency shall have all remedies provided by law or equity or contract, including money damages or costs and expenses permitted in an action at law or equity as may be justified under all the circumstances.

Notwithstanding the above, if the failure is of such a nature that it cannot reasonably be fully cured within the thirty (30) day period after notice, the Agency shall not be in default if it commences a cure within the thirty day period and thereafter diligently proceeds with all action necessary to complete such cure within a reasonable time.

**Section 15. Representations and Warranties**

The Agency represents and warrants that:

(a) The Agency has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; the execution, delivery and performance of this Agreement by the Agency has been duly and validly authorized; and all requisite corporate action has been taken by the Agency to make this Agreement valid and binding upon the Agency enforceable in accordance with its terms;

(b) The Agency's execution of, and compliance with, this Agreement are in the ordinary course of business of the Agency and will not result in the breach of any term or provision of the charter or by-laws of the Agency or result in the breach of any term of provision of, or conflict with or constitute a default under or result in the acceleration of any obligation under, any agreement, indenture or loan or credit agreement or other instrument to which the Agency is subject, or result in the violation of any law, rule, regulation, order, judgment or decree to which the Agency is subject;

(c) There is no action, suit proceeding or investigation pending or threatened against the Agency which, either in any one instance or in the aggregate, may result in any material adverse change in the business, operations, financial condition, properties or assets of the Agency, or in any material impairment of the right or ability of the Agency to carry on its business substantially as now conducted, or in any material liability on the part of the

Agency, or which would draw into question the validity of this Agreement or of any action taken or to be taken in connection with the obligations of the Agency contemplated herein, or which would be likely to impair materially the ability of the Agency to perform under the terms of this Agreement; except the action entitled Town of Saugerties and Winston Farm Alliance, Inc. vs. County of Ulster, Ulster County Resource Recovery Agency and State of New York, Index No. 92-1487; and

(d) The Agency does not believe, nor does it have any reason or cause to believe, that it cannot perform each and every covenant contained in this Agreement;

(e) No approval, authorization, order, license or consent of, or registration or filing with, any governmental authority or other person, and no approval, authorization or consent of any other party is required in connection with this Agreement; except approvals of the New York State Department of Environmental Conservation.

(f) This Agreement constitutes a valid, legal and binding obligation of the Agency, enforceable against it in accordance with the terms hereof.

The Town represents and warrants that:

(a) The Town has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; the execution, delivery and performance of this Agreement by the Town has been duly and validly authorized; and all requisite corporate action has been taken by the Town to make this

Agreement valid and binding upon the Town, enforceable in accordance with its terms;

(b) The Town's execution of, and compliance with, this Agreement are in the ordinary course of business of the Town and will not result in the breach of any term or provision of the charter or by-laws of the Town or result in the breach of any term or provision of, or conflict with or constitute a default under or result in the acceleration of any obligation under any agreement, indenture or loan or credit agreement or other instrument to which the Town is subject, or result in the violation of any law, rule, regulation, order, judgment or decree to which the Town is subject;

(c) There is no action, suit, proceeding or investigation pending or threatened against the Town which, either in any one instance or in the aggregate, may result in any material adverse change in the business, operations, financial condition, properties or assets of the Town, or in any material impairment of the right or ability of the Town to carry on its business substantially as now conducted, or in any material liability on the part of the Town, or which would draw into question the validity of this Agreement or of any action taken or to be taken in connection with the obligations of the Town contemplated herein, or which would be likely to impair materially the ability of the Town to perform under the terms of this Agreement;

(d) The Town does not believe, nor does it have any reason or cause to believe, that it cannot perform each and every covenant contained in this Agreement;

(e) No approval, authorization, order, license or consent of, or registration or filing with, any governmental authority or other person, and no approval, authorization or consent of any other party is required in connection with this Agreement; except the New York State Department of Environmental Conservation;

(f) This Agreement constitutes a valid, legal and binding obligation of the Town, enforceable against it in accordance with the terms hereof.

(g) The Town has operated the Landfill as a disposal area for Solid Waste since \_\_\_\_\_ .

**Section 16. Condition Precedent**

This Agreement shall not take effect or become legally binding upon the parties unless and until the following condition precedent is first satisfied:

- A) The Modified Consent Order is executed by NYSDEC, the Town and the Agency.

**Section 17. Term of Agreement**

This Agreement shall be in full force and effect and be legally binding upon the Agency and the Town from the date of the execution and delivery hereof and the satisfaction of the Condition Precedent set forth in Section 16 hereof. This Agreement shall remain in full force and effect through November 2, 2012, and may

be renewed by mutual agreement of the parties for an additional 10 year period, except that the obligation to monitor shall continue after the termination of this Agreement. Notwithstanding anything in this section to the contrary, this Agreement shall remain in full force and effect as long as any bonds issued by the Agency in accordance with the Act and the Service Agreement with the County to finance the System remain outstanding or until adequate provision is made for the payment or satisfaction thereof, whichever is later.

**Section 18. Amendment of Agreement.**

(a) Upon written notice provided by either party to the other, not more than one hundred and twenty days nor less than ninety days prior to the end of the fifth anniversary of the Agreement, and each five year period thereafter, the parties shall meet for the purpose of reviewing 1) the performance of the parties under the Agreement; 2) the status of laws, rules, regulations and performance standards which affect the Agreement; 3) the fees being charged by the Agency and the fees projected to be charged during the next Renewal Term; 4) the amount of Solid Waste and recycling being generated in the Town; 5) the status of capital projects of the Agency; and 6) such other topics as the parties may mutually agree upon. The meeting or meetings shall be convened upon public notice under the Open Meetings Law, and shall be held in public at a convenient location in the Town. A record of the proceedings shall be maintained and made available to the public under the

Freedom of Information Law. The parties shall, in good faith, discuss proposed amendments to the Agreement and, if mutually agreed, the parties may amend the Agreement pursuant to the procedure set forth in Section 18(b) below.

(b) In addition to the procedure described in Section 18(a) above, this Agreement may be amended, waived, modified, and supplemented at any time by agreement of the parties. Any amendment to this Agreement so consented to as provided above shall be by written agreement, duly authorized and executed by the Agency and the Town.

**Section 19. Notices**

Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, as follows:

If to the Town:           Town of New Paltz  
                                  Attention: Supervisor  
                                  Town Hall  
                                  P. O. Box 550  
                                  New Paltz, New York 12561

If to the Agency:       Ulster County Resource Recovery Agency  
                                  Attention: Executive Director  
                                  52 Main Street, UPO Box 4298  
                                  Kingston, New York 12401

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by notice to the other party.

**Section 20. Severability**

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not effect any of the remaining provisions of this Agreement and this Agreement shall be construed and enforced as if such invalid and unenforceable provision had not been contained herein.

**Section 21. Execution of Documents**

This Agreement may be executed in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which shall constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other action as is necessary to give effect to the terms of this Agreement.

**Section 22. Non-Assignability**

Except as expressly provided in this Section 22, no party to this Agreement may assign or encumber any interest herein to any person without the consent of the other party hereto, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective successors or assigns of each party hereto. The parties hereto retain the right to reorganize and to have any other body corporate and politic succeed to the rights, privileges, powers, immunities, liabilities, disabilities, functions and duties of either party hereto, as may be authorized by law, in the absence

of any prejudicial impairment of any obligation of contract hereby imposed. The Agency may assign its rights hereunder to a trustee established pursuant to any trust indenture relating to bonds issued to finance the system as security as may be required in connection with the issuance of the bonds. The Town specifically consents to the foregoing assignment.

**Section 23. Entirety**

This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof, all prior negotiations, representations and agreements, whether oral or written, having been merged herein.

**Section 24. 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 will impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver must be in writing and signed by the party granting such waiver. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.

**Section 25. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 26. References and Headings**

Except as otherwise indicated, all references herein to Sections are to Sections of this Agreement. Section headings herein have been inserted for convenience of reference only and will not limit, expand or otherwise affect the construction of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

ULSTER COUNTY RESOURCE RECOVERY  
AGENCY

BY: B. M. Maltoran 11/06/92  
TITLE: Chairman

TOWN OF NEW PALTZ

BY: Daryl S. Lent 11/06/92  
TITLE: Supervisor

IMA PERFORMANCE STANDARDS**#2-SCHEDULING PROCEDURES-HAULING NEWS, GLASS, AND METAL CANS**

- o Municipality will call the Agency (339-1223) when pull is needed.
- o Calls made between 9:00 and 12:00 will be scheduled on that day. Calls made after 12:00 will be scheduled the following day.
- o Rolloff should be almost full when call is made.
- o The Agency will record the following information:
  - date and time of call
  - town and contact person
  - material to be pulled
  - roll-off box number
  - any special considerations you may have.
- o The Agency will schedule pickups and make all necessary arrangements with its contracted haulers.
- o Pickup will normally occur within 48 hours of call. The Municipality will be notified if this can not be met.
- o Roll-offs should be full when picked up.
- o An empty replacement roll-off will be left at that time or in some cases, the following day.
- o The Agency's haulers will keep a trip log.
- o The Agency recommends that each Municipality maintain its own records as well.
- o The Agency will provide each municipality with quarterly volume reports for materials collected by the Agency under the IMA.
- o The Municipality will provide the Agency with quarterly volume reports for all other recycled materials.
- o The Municipality should notify the Agency directly if there are any problems. The Agency's haulers should not be contacted for any reason.

**NOTE: We are only hauling glass, news and metal cans at this time. The other IMA materials (plastic, cardboard and office paper) will be added to our hauling system within the next few months. In the meantime, continue to recycle these materials as you have been in the past.**

If you have any questions during this transitional phase, please feel free to call Orvil Norman, composting coordinator, or Amy Kletter, research recycling assistant, at the Agency.

## IMA PERFORMANCE STANDARDS

### **#3-MINIMUM MARKET SPECIFICATIONS FOR MATERIALS TO ENTER SAC SYSTEM**

In order to market recyclables, it is necessary to maintain a level of quality acceptable to the end market. In the SAC system in which you are participating; the County is responsible for collection of recyclables from the MRDS, for any necessary processing, and delivery to market. The municipality controls the quality of material brought into its system through its own program. It is then responsible for the quality of the material before it enters the SAC system. This may or may not require minimal cleaning or sorting at the MRDS before the materials are picked up by an Agency hauler. Series #3 delineates the **minimum market specifications** for each material. In addition, #3 may include other material conditions which the market does not demand, but which will improve the quality of the material. It is recommended that you add these **material preferences** to your program, but it is not necessary for meeting your obligation in the IMA.

#3B-GLASS

MARKET SPECIFICATIONS

- o Color separated bottles and containers only
- o Three colors only-clear, green and brown
- o Rinsed and empty

MATERIAL PREFERENCES

- o Caps/lids removed
- o Labels do not need to be removed

ACCEPTABLE MATERIALS

soda bottles  
beer bottles  
juice jars  
wine and liquor bottles  
any glass food or beverage  
containers  
metal caps or lids

UNACCEPTABLE MATERIALS

ceramics of any kind- cups,  
plates, ceramic caps  
clay flower pots  
crystal  
light bulbs  
mirrors  
windowpane glass of any kind  
glass overware  
drinking glasses  
any non-glass material such as  
dirt, rocks, stones, asphalt,  
garbage, wood debris, plastic,

contamination threshold-

# Glass Recycling Made Easy

## Acceptable

Glass food and beverage containers can be easily recycled by glass container plants. Generally speaking, metal caps and lids should be removed but labels can remain.



**Soda Bottles**



**Beer Bottles**



**Juice Containers**



**Ketchup Bottles**



**Wine and  
Liquor Bottles**



**Food Containers**

## Not Acceptable

The following materials are not recycled by glass container plants and should not be mixed in with container glass.



**Ceramic Beer  
and Wine Caps**



**Ceramic Cups  
and Plates**



**Clay Flower  
Pots**



**Crystal**



**Light Bulbs**



**Mirror and  
Window Glass**



**Heat Resistant  
Ovenware**



**Drinking Glasses**

## #3C-METAL CANS

### MARKET SPECIFICATIONS

- o Empty, rinsed metal cans of all types
- o All types of metal cans will be mixed in one roll-off

### MATERIAL PREFERENCES

- o Prefer flattened and labels off

### ACCEPTABLE MATERIALS

aluminum cans  
tin-plated cans  
zinc-plated cans  
bi-metal cans  
can tops, bottoms, ends  
(if metal)  
metal jar or bottle lids  
aerosol and paint cans -  
only if empty

contamination threshold-

### UNACCEPTABLE MATERIALS

cans with significant residue  
other metalware- coat hangers,  
pots and pans, etc.  
aluminum foil or pie tins  
paper food containers  
plastic lids or caps  
non-metallic materials such as  
dirt, wood, garbage, etc.

## IMA PERFORMANCE STANDARDS

### **#4-QUALITY CONTROL**

In order to market recyclables, it is necessary to maintain a level of quality acceptable to the end market. The Agency is responsible for the hauling, processing and marketing of the IMA materials. The Municipality is responsible for collecting these materials and then providing them in a condition acceptable to the Agency (see Performance Standard #3-Minimum Market Specifications). The Performance Standard that follows outlines the procedures that will be taken to insure quality control.

- o Full roll-off containers should be checked by the Municipality prior to scheduling pick-up.
- o Loads will be inspected for contamination at the Agency designated aggregation center by Agency personnel.
- o The Municipality will be contacted if contamination is considered to be above threshold levels as defined in Performance Standard #3.
- o The Municipal representative and the Agency representative will reinspect the load and mutually decide on the course of action to be taken.
  - Either:
    1. Agency could return load to Municipality at Municipality's expense.
    2. Municipality could clean load at Municipality's expense.
    3. Agency could clean load at Municipality's expense.
    4. Load could be disposed of at Municipality's expense if excessive contamination renders it unsalvagable.
- o For the first contaminated load of any given material, the Agency will assume all responsibility.
- o For any subsequent contamination of any given material, the Municipality will assume all responsibility.

EXHIBIT "2"

TERMS AND CONDITIONS OF THE  
MUNICIPAL YARD WASTE COMPOSTING AND  
CLEAN WOOD WASTE HANDLING AGREEMENT  
BETWEEN THE ULSTER COUNTY RESOURCE RECOVERY AGENCY  
AND (the "MUNICIPALITY")

WHEREAS, the Agency has established a county-wide municipal yard waste and clean wood waste management program (the "Program") to manage municipally collected yard and clean wood waste and process it for beneficial use as compost or mulch, and

WHEREAS, the Agency has received a grant from the State of New York for such purpose and has purchased equipment, including a tub grinder and tractor, for the Program (the "Equipment"), and

WHEREAS, the County of Ulster has entered into an Operating Agreement with the Agency to store, transport, operate and maintain the Equipment, and

WHEREAS, it is the desire of the Agency and Municipality to set forth the conditions of the Program, as more fully described in Exhibit "A" (the "Municipal Yard Waste Composting And Clean Wood Waste Performance Standards"):

1. AGENCY RESPONSIBILITIES The Agency's responsibilities shall be as follows:

A) Program and Equipment - implement the Program as more fully described in Appendix "A" and provide Program procedures and Equipment. The Agency shall cause the Equipment to be brought to a location within the Municipality that is acceptable to both parties. The Equipment shall be and remain at all times under the supervision and control of the Agency or

its agent. While at the Municipality's processing site the Equipment shall be used to grind the yard waste and clean wood waste into processed material as more fully described in Exhibit "1".

B) Personnel - Provide personnel to implement and carry out the Program, and operate the Agency's Equipment. The Agency shall provide operators for the Equipment through its present contractor, the Ulster County Department of Public Works, or any other agent designated by the Agency.

C) Contact Person - Designate a person to serve as a liaison between the Agency and the Municipality and to whom the Municipality may contact to schedule the grinding operations.

D) 1. Municipality Processing Site - Provide technical assistance to the Municipality in identifying a location for the collection, storage and handling of the yard and clean wood waste, processed material and compost.

2. Municipality Composting Site - Assist the Municipality in obtaining a Department of Environmental Conservation (DEC) permit for a composting facility, if the location requires a permit, including assistance with the State Environmental Quality Review Act and Part 360 of the New York Code of Rules and Regulations (NYCRR).

E) Education and Training - Provide training and education for personnel and the general public to insure the Program is carried out properly and the yard and clean wood waste is properly handled, processed and composted into a beneficial material.

F) Use of Material (i) - Process yard and clean wood waste in such a fashion that the Municipality may use the processed material for composting, mulch, or any other beneficial use in accordance with Exhibit "1".

(ii) - From time to time the Agency may utilize a mutually agreed upon percentage of the compost or mulch at no charge to the Agency. The Agency may test the processed or composted material that it utilizes for compatibility with New York State Department of Environmental Conservation guidelines.

G) Service - Properly, timely, and safely grind the yard and wood waste and service the Municipality in accordance with Exhibit "1".

H) Reporting - Design and provide reporting forms for the Municipality to use and submit to the Agency in a timely fashion. The Agency shall submit grinding reports to the



Municipality as more fully described in Exhibit 1 in a timely fashion.

2. MUNICIPALITY'S RESPONSIBILITIES The Municipality's responsibilities shall be as follows:

A) Program and Equipment - Participate in all aspects of the Program as set forth in Exhibit "1", provide any Equipment necessary to augment the operation of the Program, compost the processed compostable material, and utilize the processed and composted material in accordance with Exhibit "1".

B) Personnel - Provide necessary personnel to augment the operation of Program and compost the processed compostable material.

C) Contact Person - Appoint or otherwise continue to provide a local contact person to serve as a liaison between the Agency and the Municipality with regard to the Program and to contact the Agency when it has a sufficient amount of yard or clean wood waste for grinding.

D) 1. Municipality Processing Site - Provide a location for the collection, storage and handling of yard and clean wood waste, processed material and compost.

2. Municipality Composting Site - Establish and maintain a facility for composting yard waste. If the Municipality requires a DEC permit for a composting facility, it must seek the necessary permit, permit modification, or exemption for its facility according to 6 NYCRR Part 360. The Municipality may request Agency assistance in establishing and permitting the facility.

E) Education and Training - Participate in a community-wide public education and information Program, keep up-to-date on the technical, regulatory and legal developments in composting and use of the processed material, and assist the Agency in carrying out the educational Program.

F) Use of Material (i) - Utilize for the Municipality's own operations the processed yard and wood waste to create compost or mulch, or any other beneficial material in accordance with Exhibit "1". The Municipality may also make the processed or composted material available for public use in accordance with Exhibit "1" and Part 360 of the NYCRR.

(ii) - Allow the Agency to utilize a mutually agreed upon percentage of the processed and composted material at no cost to the Agency, and allow the Agency access to the material to test it for compatibility with New York State Department of Environmental Conservation guidelines.



G) Service - Refrain from burning or depositing the yard waste or clean wood waste in a landfill, except as specified in Exhibit "1".

H) Reporting - submit volume reports to the Agency on a timely basis as more fully described in Exhibit 1.

3. TERM - the term of the Agreement shall commence on January 1, 1992 and shall end one year thereafter. At the end of the term, the parties may mutually agree in writing to extend the Agreement.

4. COST OF SERVICE - All cost in connection with the operation, storage, maintenance, repair and replacement of the Equipment and the development of the training and education Program shall be the responsibility of the Agency, except where the Equipment is damaged due to contaminants in the yard or clean wood waste, the municipality then shall pay for the parts and labor to repair the Equipment. All cost concerning the collection and preparation of yard and clean wood waste for grinding, composting of processed material, and use and distribution of the processed or composted material shall be the responsibility of the Municipality. Should the Agency find it necessary to store Equipment at the Municipality's processing or composting site temporarily, the Municipality agrees to permit such storage at no charge to the Agency or County and at no liability to the Municipality.

5. DEFINITIONS -

A) **"Clean Wood Waste"** shall mean dry untreated and unpainted wood up to 6 inches in diameter and up to 6 feet long (i.e. brush, clean wood/lumber, branches and small tree limbs), and clean pallets.

B) **"Composting"** shall mean the process of aerobic, thermophilic decomposition by microbial degradation of solid organic constituents of yard and clean wood waste to produce a stable, humus-like material called compost.

C) **"Contaminant"** shall mean a substance(s) or condition(s) that when added to the yard waste or clean wood waste, compost or mulch render the material unfit for that purpose.

D) **"Dirty Wood Waste"** shall mean Construction and Demolition Wood (C & D Wood) which includes treated wood (i.e. painted, stained, or pressure treated wood) and wood with glues (i.e. plywood, particle board, chipboard) and unclean pallets.

E) **"Yard Waste"** shall mean leaves, grass clipping, lawn and garden wastes, weeds, twigs and shrubbery clipping, tree and



shrub trimmings, and Christmas trees.

6. LIABILITY -

A) The Municipality agrees to defend, indemnify and hold the Agency, the County and the State of New York harmless from any and all claims that may arise out of the Municipality's negligent acts.

B) The Agency shall cause the County to provide an indemnification agreement from the County to the Municipality indemnifying the Municipality from the County's acts or failures to act under the operating agreement.

C) This Agreement has been executed by the Agency as part of a governmental function. The Agency makes no express or implied guarantees or warranties as to the material or the particular uses of the material. The Municipality, at its own risk, will use and permit the use of the yard and clean wood waste processed by the Agency's Equipment.

D) The Municipality agrees to promptly reimburse the Agency for any cost of repairs, pursuant to paragraph 4 of this Agreement.

7. MISCELLANEOUS - the following miscellaneous provisions shall apply to the Agreement:

A) Construction of the Agreement - the parties acknowledge that the Agreement was prepared under New York law and shall therefore be interpreted under the laws of New York.

B) Amendment or Modifications - the Agreement may not be amended, altered, or modified in any manner except in writing signed by the parties hereto.

C) Headings - this section and any other headings contained in the Agreement are for reference purposes only and shall not affect the meaning and interpretation of this Agreement.

D) Invalid Clause - the invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Agreement shall be binding upon all parties hereto.

E) Entire Agreement - the Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral Agreements relating to the undertaking set forth herein.



IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the day and year mentioned on the face of the Agreement.

ULSTER COUNTY RESOURCE  
RECOVERY AGENCY

SEALS

BY: Charles P. Shaw  
Executive Director

DATE: 11/06/92

TOWN OF New Paltz

BY: Dwight S. Lent  
Supervisor

DATE: 11-6-92



EXHIBIT "1"

MUNICIPAL YARD WASTE COMPOSTING AND  
CLEAN WOOD WASTE PERFORMANCE STANDARDS

A. SCHEDULING SERVICE OF THE EQUIPMENT

1. The Agency will schedule the Municipalities for receiving the Equipment services.
2. The Municipality will contact the Agency to schedule use of the Equipment when it has approximately 500 cubic yards of material for grinding.
3. The Municipality will give the Agency at least 2 weeks advance notice to arrange for the transportation and operation of the Equipment at the Municipality's Processing Site.
4. If the Municipality is not prepared for processing, as required in Subsection C of this Exhibit, when the Agency arrives with the Equipment, the Agency may move to the next scheduled Municipality, unless the Agency's contact person makes other arrangements with the unprepared Municipality.

B. USE OF EQUIPMENT

1. The Agency will operate the tub grinder all year, weather permitting.
2. The Agency will place the tub grinder at a level site so that the wind (if any) will be blowing from the tractor to the rear conveyor belt, and the stabilizing legs will be on a solid footing.
3. The Agency will set up the tub grinder at the agreed upon location that must be at least 300 feet away from areas where people will be congregating.
4. The Agency shall provide at least 2 persons to perform the grinding services. One person to operate the tub grinder, and the other person to watch for problems and to help remove contaminants from the material.

C. PREPARATIONS FOR GRINDING

1. Before the Equipment arrives at the Municipality Processing Site, the Municipality must have the material separated into at least 3 piles:

Pile #1: leaves, grass clippings, weeds, twigs, shrubbery clippings, lawn and garden wastes.

This material is known as yard waste and may be composted without being ground by the tub grinder.

Pile #2: green tree and shrub trimmings, Christmas trees, or any other yard waste requiring grinding.

This material is also known as yard waste. It must be ground in the tub grinder and then can be added to pile #1 for composting.

Pile #3: Clean wood waste.

This material must be ground in the tub grinder and then can be used as chips and mulch.

NOTE: Dirty Wood waste cannot be ground in the tub grinder. It must be separated from the yard and clean wood waste piles (1,2 and 3 above) and disposed of in accordance with existing local and state regulations.

2. The Municipality is responsible for getting the material to be processed to within reach of the Equipment.
3. The Municipality is responsible for ensuring that the yard and clean wood wastes are reasonably free of contamination. Prior to Agency grinding, unreasonable amounts of contamination must be removed by the Municipality.

a) Yard Waste is leaves, grass clippings, lawn and garden wastes, weeds, twigs, shrubbery clippings, green tree and shrub trimmings, and Christmas trees.

Yard waste should not contain clean wood waste.

b) Clean Wood Waste is dry untreated and unpainted wood up to 6 inches in diameter and up to 6 feet long (i.e., brush, clean wood/lumber, branches and

small tree limbs), and clean pallets.

c) Contaminants to yard waste and clean wood waste include, but are not limited to:

- materials greater than 6 inches in diameter or 6 feet in length
- railroad ties, electric poles, pressure treated lumber, etc.
- dirty wood waste as defined in the Agreement
- construction and demolition debris (C&D) (i.e., bricks, rocks, concrete, plaster, painted wood, etc.)
- scrap metal including steel, iron, aluminum, appliances, furniture, etc.
- materials that contain any non-wood substances (i.e. plastic bags, glass containers, storm doors and windows, etc.)
- hazardous/toxic materials, and chemicals
- furniture, bedding and clothing (especially nylon, rayon, and synthetic clothing)
- animal waste, food waste (i.e. meats, fats, dairy products) animal parts, and manure
- municipal solid waste

NOTE: Small nails, staples, brads, screws, etc. are acceptable in clean wood waste. Spikes are not acceptable.

D. REQUIREMENTS DURING GRINDING

During the tub grinding operations, the Municipality's responsibilities are the following:

1. To remove contaminants from the material before the material enters the grinder.
2. To bring the raw material to and remove processed material from the tub grinder during operations.

**EXHIBIT #3**

- o **Map of Footprint**
- o **Survey of Site**

yard waste compost as a bulking agent slows the composting process from 6 months to 12-18 months.)

- b. Landscaping (i.e. ground cover around shrubs and trees)
  - c. Weed control
  - d. Dust control
  - e. Water control - on or off footprint
  - f. As daily landfill cover in a ratio 25:75, chips to soil, or 25% chips or mulch to 75% soil (by volume)
3. Using the Processed Material as landfill cover is considered the least beneficial use of the material and is permitted only if the other higher uses are not available.
  4. The Municipality is responsible for informing all end-users of the acceptable uses and the limitations of the processed material.
  5. The Agency does not recommend the use of the material in and around food crops.

#### G. BURNING AND LANDFILLING THE MATERIAL

1. The Municipality may landfill if the material becomes a fire hazard.
2. The Municipality may burn the material if the material becomes a fire hazard and the Municipality has a permit from the Department of Environmental Conservation to burn the material.

#### H. REPORTING REQUIREMENTS

1. The Agency shall submit a monthly report to the Municipality setting forth the grinding operations for the previous month for all municipalities in the County with monthly and year to date totals.
2. The Municipality shall submit a monthly report to the Agency setting forth separate totals for the volumes of yard waste, clean wood waste, compost, and chips and mulch on hand at the end of each month on a form supplied to the Municipality by the Agency.

EXHIBIT "4"

Terms and Conditions for and Operation of  
the Town of New Paltz Landfill

1. Hours. The Landfill will be open Mondays through Saturdays at such hours to be agreed upon by the Agency and Town, but no less than 7 hours Monday through Friday and 4 hours on Saturday. The Landfill will be closed on legal holidays in New York.
2. Access. Only persons with a license issued by the Agency will be able to use the Landfill. Licenses will be issued in accordance with the by-laws to be adopted by the Agency.
3. Scale and Scale House. The Agency shall construct, own, and operate the Scale and Scale House. No person shall use the Landfill unless weighed in at the Scale before tipping and weighed out at the scale after tipping.
4. Billings. All billings shall be made by the Agency. Failure to pay bills on a current basis may be grounds for refusal of use of the Landfill. The Agency shall establish rates, penalties, payment periods and other billing procedures in its by-laws.
5. Host Community Payment. The Town shall receive, as a host community, the sum of \$1.25 for each ton of Solid Waste disposed of at the Landfill, of which \$.25 shall be paid by the Town to the appropriate entity responsible for fire protection. These payments shall be made by the Agency on a semi-annual basis, the first payment being made on January 1, 1993.
6. Solid Waste to be Received at the Landfill. The Agency agrees that in the event of an emergency or on a temporary basis, the Agency will receive at the Landfill Solid Waste only from the following municipalities:

The Agency shall notify the Supervisor of any condition which requires the receipt of Solid Waste from other than the above municipalities.

OPERATING PROCEDURES

7. General. The Town shall operate the Landfill on behalf of and under the general supervision and technical direction of the Agency.

8. Personnel. The Landfill employees shall remain Town employees and shall continue to receive benefits and salaries including unemployment, worker's compensation and insurance benefits pursuant to collective bargaining agreements or resolutions of the Town. At no time shall the employees be considered employees of the Agency. The compensation and benefits of the Landfill employees shall not be increased or decreased because of the Agency's leasing of the Landfill. Increases in salaries and benefits shall not exceed those granted by the Town to its other employees.

The overall direction and control of landfill operations shall be vested in the Agency's Operations Manager, who will supervise day to day operations. Both parties will cooperate with any monitor appointed by NYSDEC to oversee landfill operations.

Any request for personnel reassignments or other changes by the Agency shall be made to the Supervisor. The Supervisor shall be responsible for personnel administration and for assigning a sufficient number of employees for the landfill operations.

The Town will provide two Heavy Equipment Operators for operation of the Landfill. Most of their activity would be in operating equipment on the Landfill. This coverage would be for 8 hours Monday - Friday and 4 hours on Saturday. While two employees would be assigned, the Town of New Paltz will only guarantee one person during hours of operation, as an average employee has the potential of 46 days off per year by contract (12 sick, 3 bereavement, 3 personal, 13 holidays and 15 vacation). The Town would only staff one person Saturday AM and one other half a day at the Agency's option.

Adjustments would be made each six months in regards to days worked versus projected and the Town would either credit the Agency with days or charge for additional days at the hourly rate of \$12.67 (1992 HEO hourly rate).

Example: 26 weeks X 80 hours = 2,080 hours  
1,080 minus 368 = 1,712

If employees actually worked more than 1,712 hours the Agency would pay additional monies at \$12.67 per hour and if less the Town would owe the Agency monies.

All overtime (over 8 hours per day or over 40 hours per week) would only be authorized by the Agency in advance. If the Town required overtime to cover an emergency absence, it would be at Town expense.

In addition, the Agency would pay for all payroll benefit costs including but not limited to medical, dental, unemployment compensation, disability, retirement, FICA,

medicare, etc. This is projected to be approximately 35% of wages. Also, the Agency would be responsible for any required safety equipment, safety or other training, and physicians (if required).

In the event that an employee is terminated upon the Agency's request, any associated ancillary expenses are the Agency's responsibility. The Agency will have initial approval for any persons working on the Landfill.

The Agency may request additional staffing on the same basis. A yearly pro-rated management/bookkeeping fee of \$7,500.00 per year will be charged to the Agency. The Contract can be renegotiated initially after six months and every year thereafter. Hourly rates will be modified based on negotiated contract between the Town and their union or employees but the percent increase will not be greater than that of similar positions, such as Highway within the Town.

9. Rejected Loads. If any person attempts to dispose of material which does not conform to the definition of Solid Waste set forth in the Agreement, and it is determined by landfill operators to reject the load, the Landfill Manager shall inform the Town Supervisor and the Agency Operations' Manager who shall agree on methods to be taken to rectify the problem. A rejected load shall be reloaded onto the collection vehicle which shall be directed to the appropriate disposal site by the Agency. The Agency may charge a fee for the cost of reloading a rejected load.
10. User List. The Agency shall provide to the Town and keep current at all times a list of persons licensed to use the Landfill. Neither the Agency nor the Town shall permit the use of the Landfill by persons not fully licensed. The Town shall have no authority to use or allow anyone else to use the landfill, except in accordance with this Agreement.
11. Compliance With Regulations. The Agency and the Town shall comply with the terms and conditions for operation of the landfill set forth in the consent order and 6 NYCRR Part 360.
12. Closure. The Agency shall be responsible for preparing, implementing and monitoring the closure plan required by the consent order. The Town's employees may continue to be used for providing support for closure activities pursuant to this Agreement. The Agency shall select and employ professional engineers in connection with closure.
13. Equipment. The Town and the Agency shall agree on the equipment necessary to operate the landfill. The Town and Agency currently agree that the 1989 Crawler Loader presently used at the Landfill shall be leased by the Agency at the rate of \$750 per week plus fuel and oil. It shall be used only for Landfill operations. The Town shall be responsible for repairs and the Agency's rental payment would be reduced if

the equipment is out of service.

The Agency shall obtain, at its own cost and expense, additional equipment as mutually agreed and shall replace existing equipment as required. The Town shall operate and maintain the equipment, utilizing it only for Landfill operations.

14. Materials. The Agency shall order and pay for all materials and supplies used at the Landfill unless otherwise agreed by the parties.
15. The Town shall maintain and plow the access road to the landfill at its own expense.
16. Liaison Committee. The Agency and the Town agree to establish a liaison committee consisting of a member of the Agency, the Executive Director and Operations Manager, the Town Supervisor, a member of the Town Board and the Landfill Manager. The committee shall be convened at the request of either party on an ad hoc basis to discuss problems and issues which arise during the operation of the landfill. The purpose of the committee is to resolve matters informally through communication, avoiding the necessity of formal action to resolve disputes.
17. Billing. The Town will provide reports of materials and supplies expended and time spent by designated employees on a monthly basis, on forms to be approved by the Agency. The Town shall submit a monthly voucher for payment. The Agency shall pay the voucher upon audit and approval with 30 days of receipt.

E. REQUIREMENTS AFTER GRINDING

After the materials have been ground, the Municipality must establish and properly manage:

1. A compost pile integrating the finer materials such as leaves, grass clippings, finely ground brush and Christmas trees.
2. A mulch pile integrating clean wood waste and coarser ground yard waste.

Should the Municipality need a composting permit, the Agency will assist the Municipality in obtaining the permit.

The Municipality shall reimburse the Agency for costs incurred in repairing the following portions of the Equipment, if any of the Equipment is damaged by contamination:

- a. screens
- b. hammers
- c. springs
- d. belts
- e. chains
- f. wear plates
- g. or any other parts directly involved in the grinding operation.

F. USES OF COMPOST, CHIPS AND MULCH

1. Acceptable uses for yard waste compost by the Municipality (or residential, commercial or institutional sector as permitted by the Municipality) are:
  - a. Soil conditioner
  - b. Gardening
  - c. Landscaping
  - d. Lawn care
  - e. Revegetation
  - f. Erosion prevention
  - g. Top dressing for existing soils (i.e. for lawns)
  - h. As final landfill cover (6" topsoil) for landfill closure
2. Acceptable uses for chips or mulch by the Municipality (or the residential, commercial or institutional sectors as permitted by the Municipality) are:
  - a. Bulking agent for yard waste compost (adding the mulch to the

THIRD AMENDMENT TO  
SOLID WASTE MANAGEMENT AGREEMENT

Between

THE ULSTER COUNTY RESOURCE RECOVERY AGENCY

and

THE TOWN OF NEW PALTZ

Dated as of August 22, 1996

THIRD AMENDMENT TO  
SOLID WASTE MANAGEMENT AGREEMENT

THIS THIRD AMENDMENT TO SOLID WASTE MANAGEMENT AGREEMENT dated as of August 22, 1996, between the ULSTER COUNTY RESOURCE RECOVERY AGENCY, a public benefit corporation duly organized and existing under the laws of the State of New York and having its principal offices at 1266 Ulster Avenue, Kingston, New York 12401 (the "Agency") and the Town of New Paltz, a municipal corporation of the State of New York having its principal offices at Town Hall, P. O. Box 550, New Paltz, New York 12561 (the "Town"):

W I T N E S S E T H:

WHEREAS, the Agency and the Town have entered into certain Solid Waste Management Agreement dated as of November 1994 and have agreed to two amendments to the Agreement dated as of June 1, 1994 and June 1, 1995 (referred to collectively as the "Agreement"), and

WHEREAS, it is the desire of the parties to amend further the Agreement as set forth herein, to address the impacts of the Agency's plans to cease accepting Solid Waste for disposal at the New Paltz Consolidation Landfill ("CLF") prior to December 31, 1996,

NOW, THEREFORE, the Agency and the Town in consideration of the premises and the respective representations and agreements hereinafter contained and other good and valuable considerations

receipt of which is hereby acknowledged, agree as follows:

Section 1. The Agency agrees to make the Town whole on its Fiscal Year 1996 Host Community Benefit Fee ("HCB") budget expectations. The Agency has paid the Town under the Agreement \$46,192.50 in HCBs thus far in Fiscal Year 1996. The Town has accrued HCBs in the amount of \$9,127.50 in June, 1996 and \$10,690.00 in July, 1996. HCBs will continue to accrue until the Agency ceases accepting Solid Waste for disposal in the CLF (currently planned for August 26, 1996). On or before December 31, 1996, when the next payment of HCBs is due under the Agreement, the Agency will pay the sum of \$39,965.50 (which figure reflects actually accrued HCBs, plus an amount to make up the shortfall between the HCBs paid and actually accrued in Fiscal Year 1996, and the Town's expected Fiscal Year 1996 HCB revenue of \$86,158.00).

2. As required by the Agreement, the Agency will continue to pay on a monthly basis \$2,166.66 in consideration of the Town's need to keep its transfer station open.

3. As required by the Agreement, and provided that Town employees continue to work for the Agency as set forth in paragraph 4 below, the Agency will continue to pay the amount of \$625.00 per month for payroll management fees.

4. As required by the Agreement, the Agency will

continue to reimburse the Town for salaries and benefits, in accordance with the terms and conditions of the Agreement, paid to the two employees working at the CLF, provided that the two employees continue to work under the direction and control of the Agency. Furthermore, if there is no requirement for the employees to work on the CLF, then they will be assigned by the Agency to work on related tasks such as operating a temporary transfer station on or near the CLF footprint; clearing the area leased to the Agency for the permanent transfer station; performing repairs on Clearwater Road; or preparing the parking lots to be constructed by the Agency under the Transfer Station Agreement. The Agency acknowledges that, as set forth in the Agreement, only the Town Supervisor has authority to discipline or remove employees.

5. In order to accommodate commercial haulers and self-haulers of Solid Waste who must by regulation use the CLF, the Agency agrees to construct a temporary transfer station on the footprint of the CLF. The Agency will then transfer the Solid Waste received at the temporary transfer station to the Ulster Consolidation Landfill. The Agency will charge a small surcharge to compensate for the Agency's additional hauling costs. Since the Agency is compensating the Town fully for lost HCB revenues under paragraph 1 hereof, the Agency will not pay a per ton HCB fee on the Solid Waste received at the temporary transfer station.

DB  
RAH  
to commercial haulers

6. The Agency's scalehouse and 755B trackloader dozer

will remain on the CLF site and will be operated as needed by, or on behalf of the Agency, until December 31, 1996.

7. The parties recognize that the Agency leased and then purchased the 755B trackloader dozer from the Town for a substantial amount of money. The Agency also refurbished the machine at substantial cost. The Agency agrees to sell the trackloader dozer back to the Town for its fair market value. If the Town is interested in purchasing the machine, it will so advise the Agency in writing by December 31, 1996. The Agency will then obtain an independent appraisal to establish fair market value of the machine and will sell it to the Town for such fair market value.

8. The parties agree that so long as the Agency is receiving Solid Waste at the CLF for disposal in the CLF, it will continue to bear the expenses of doing so, and the Town will continue to accrue HCBs based upon the per ton amount received for disposal in the CLF. However, once the Agency stops receiving Solid Waste for disposal in the CLF, as provided above, accrual of the per ton HCBs payable to the Town will cease, and the Town will be compensated in accordance with Section 1 hereof.

9. The parties agree that, in all other respects, the terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

ULSTER COUNTY RESOURCE RECOVERY AGENCY

BY: Robert A. Hansot  
TITLE: CHAIRMAN

TOWN OF NEW PALTZ

BY: Susan Zimet  
TITLE: SUPERVISOR

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# INDEX

SECTION	ITEM	PAGE
1.	QUESTION & ANSWERS	1
2.	ARTICLES OF INTEREST	3
3.	RRA CONTRACT LIST	4
4.	RRA ASSET LIST – VEHICLES	5
5.	RRA ASSET LIST – FURNITURE	7
6.	RRA ASSET LIST - SOFTWARE	9
7.	RRA ASSET LIST – COMPUTERS	10
8.	RRA ASSET LIST – WFT	11
9.	RRA ASSET LIST – EQUIPMENT	12
10.	RRA ASSET LIST – BUILDINGS	15
11.	RRA ASSET LIST – LAND	17
12.	RRA ASSET LIST – INFRASTRUCTURE	18
13.	RRA ASSET LIST – SURPLUS SALES	19
14.	RRA - ORGANIZATIONAL CHART	20
15.	COMMUNICATION FROM LEAGUE OF WOMEN VOTERS	21
16.	DC RRA 2009 FLOW CONTROL & WASTE MANAGEMENT ALTERNATIVES REPORT – FIRST FOUR SECTIONS	23
17.	NYS DEC 2010 BEYOND WASTE REPORT – ULSTER COUNTY PLANNING UNIT DESCRIPTION	45
18.	NYS DEC 2010 BEYOND WASTE REPORT – MATERIALS MANAGEMENT PLANNING, ROLES & RESPONSIBILITIES SECTION	53
19.	NYS DEC 2010 BEYOND WASTE REPORT – FINANCING THE MOVE BEYOND WASTE SECTION	69
20.	RRA AGREEMENT WITH NEW PALTZ	79
21.	INDEX	145