MUNICIPAL SOLID WASTE MANAGEMENT AGREEMENT

Between

THE ULSTER COUNTY RESOURCE RECOVERY AGENCY

And

THE TOWN OF GARDINER

Dated as of January 1, 2026

MUNICIPAL SOLID WASTE MANAGEMENT AGREEMENT dated as of January 1, 2026 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 business address at 999 Flatbush Road, Kingston, New York 12401 (the "**Agency**") and the **Town of Gardiner**, a municipal corporation of the State of New York having its principal business address at Town Hall, PO Box 1, Gardiner, NY 12525 (the "**Town**").

WITNESSETH:

WHEREAS, the proper disposal of solid waste generated in or originating in the County of Ulster (the "County" is a serious public concern which must be managed in a cost- effective, environmentally sound manner in order to protect the public health, safety and welfare and to prevent a serious financial burden upon county residents; and

WHEREAS, 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 27-0107 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 617 (collectively "SEQRA") to prepare a comprehensive solid waste management plan (the "Plan").

WHEREAS, in support of the Agency's implementation of the Plan, the County Legislature has adopted and approved Local Law No. 4 of 2010, the Mandatory source Separation and Recycling Law and Local Law No. 10 of 2012 the Flow Control Law, and has approved a Solid Waste Service Agreement between the County and the Agency dated October 9, 2025, which provides for the terms and conditions of the Agency's assumption of responsibility for management of the County's solid waste.

WHEREAS, the Town and the Agency desire to establish the terms and conditions pursuant to which the Agency shall provide for management and disposal of municipal solid waste generated in the Town and assume responsibility for processing and marketing of Regulated Recyclable Materials generated in the Town; and

WHEREAS, it is the purpose of this Agreement to establish a contractual relationship for Municipal Solid Waste management between the Agency and the Town to ensure (i) a coordinated transition of responsibility for solid waste management from the Town to the Agency; (ii) the provision by the Agency of solid waste management services for the Town during the term of this Agreement; and (iii) that all Municipal Solid Waste and Regulated Recyclable Materials, excluding nickel deposit cans and bottles generated in the Town, will be provided to the Agency;

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. Term of Agreement

Unless otherwise terminated upon default as provided in Section 12 hereof, this Agreement shall be in full force and effect and be legally binding upon the Agency and the Town on the Effective Date. This Agreement shall remain in full force and effect through December 31, 2030. This Agreement may be extended by mutual agreement by the parties.

Section 2. Definitions and Interpretation

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 Article 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 Municipal 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 to the Town by the Agency.
- "**Municipal 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, rubbish, ashes, contained gaseous material, incinerator residue, 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, or any other material as may be designated by the Agency in accordance with Local Law 10 of 2012.
- "**Municipal Solid Waste Flow Control Laws**" means the provisions of Local Law No. 10 of 2012 which requires the delivery of and disposal Municipal Solid Waste at designated facilities.
- "**Non-putrescible Waste**" means general solid waste that includes glass, rubber, plastic, plasterboard, ceramics, bricks, concrete or metal, paper and cardboard, garden waste, building and demolition waste, virgin excavated natural material and wood waste.
- "**Organic Waste**" is classified as Biodegradable Solid Waste and can mean food waste, garden waste, yard waste, uncoated paper and cardboard.
- "**Regulated Recyclable Materials**" means newspaper, separated glass bottles and jars, metal cans (e.g., Goya), plastic bottles and jugs, corrugated cardboard and any other materials as may be designated by the Agency in accordance with Local Law No. 4 of 2010.
- "**Residentia**l" and "**Institutional**", for the purposes of this Agreement shall have the same meaning as set forth in Local Law No. 4 of 2010, the Mandatory Recycling Law.

- “**Reuse**” means the use of a product on more than one occasion, either for the same purpose or for a different purpose, without the need for reprocessing i.e., returnable pallets, using an empty glass jar for storing items, using second hand clothes.
- "**Putrescible Waste**" means a solid waste that contains organic matter capable of being decomposed by microorganisms so as to cause a malodor, gases, or other offensive conditions, or which is capable of providing food for birds and other vectors.
- "**Solid Waste Management Plan**" means the plan for management of Solid Waste in the County.
- “**Solid Waste Service Agreement**" means the agreement between the Agency and the County, dates as of October 9, 2025, providing for the solid waste services by the Agency to the County, and amendments thereto.
- "**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.
- "**Town**" means the Town of Gardiner.

Section 3. <u>The Agency's Service Obligations</u>

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

Section 4. <u>The Agency’s Fees and Charges</u>

The Agency shall establish as set forth herein on an annual basis such fees and charges as it deems necessary and proper to pay for the costs of providing service under this agreement including a Municipal Solid Waste and regulated recycling tipping fee plus a fuel surcharge 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 October 1st of each year.

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 November 1st of each year. 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 20 days 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. A fee or charge may be established for recycling of regulated recyclables for residential use. For the purposes of this Agreement, the terms "residential" and "institutional" shall have the same meaning as set forth in Local Law No. 4 of 2010, the Mandatory Recycling Law.

The Town agrees to accept invoices, tickets, vouchers, statements, and other financial documents ("Invoices") from the Agency in electronic format, delivered via email to the address on file. The Town waives the right to receive paper-based Invoices, unless specifically requested by the Town and agreed to in writing by the Agency, and **including an administrative fee of $50 per month**. The Town agrees that any transaction or document related to this Agreement, including tickets and vouchers, may be validly and effectively executed by electronic signature. The Town accepts that an electronic signature, a typed name in an electronic document, or a signature captured via a digital

signing platform (e.g., DocuSign, AdobeSign), will have the same legal force and effect as a manually executed handwritten signature. The Parties acknowledge and agree that electronic records and electronic signatures are legal, valid, and enforceable to the fullest extent permitted by applicable law.

Section 5. <u>The Town's Obligation to Deliver Municipal Solid Waste and Regulated Recyclable Materials</u>

The Town shall take Appropriate Action to deliver or cause to be delivered all Municipal Solid Waste and Regulated Recyclable Materials delivered to the Town's Municipal Recycling Drop-Off Center ("MRDC") to a Municipal Solid Waste management facility designated by the Agency. Any such Municipal 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 exercise by the Town of its best efforts to encourage its residents with less than two total yards daily who self-haul Municipal Solid Waste and Regulated Recyclable Materials to utilize the MRDC;
b) Delivery of all Municipal Solid Waste and Regulated Recyclable Material generated by the Town's operations or MRDC;
c) Refraining from interfering with the Agency's receipt of Municipal Solid Waste deposited in the Solid Waste roll-off or other proper receptacle, or Regulated Recyclable Materials at the MRDC, but nothing herein shall restrict the Town's authority to deal with nonregulated recyclable materials;
d) Cooperating with and assisting the Agency and the County Health Department in their efforts to enforce laws, rules and regulations governing the disposal of Municipal Solid Waste and delivery of Regulated Recyclable Materials in the Town;
e) 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, the adoption of local laws, ordinances, rules or regulations providing, among other things, for the collection and disposal of Municipal 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 "e" above. The Agency shall accept such delegation.

Section 6. <u>The Town's Operating Obligation</u>

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 MRDC for Municipal Solid Waste and Regulated Recyclable Materials. The purpose of the MRDC is to provide the option of self-hauling of Municipal Solid Waste and Regulated Recyclable Materials by residents of the Town. The Agency shall provide roll-off boxes for regulated recycling and Municipal Solid Waste and related equipment for use at the MRDC as the Agency deems necessary. The equipment provided by the Agency shall remain the property of the Agency. The Agency shall purchase the roll-offs and related equipment to be used at the MRDC. The Town shall operate and maintain, at its expense, the MRDC during the term of this Agreement. The Town shall retain the right to set charges and fees for use of the MRDC as it deems appropriate.

The Agency shall pull roll-off boxes from the MRDC 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 3 hereof, the tipping fee established by the Agency pursuant to Section 3 hereof, pull charge due the Agency for Municipal Solid Waste and regulated recyclables of $95.00 per pull; the pull charge to be adjusted annually. The Municipal Solid Waste box rental will be set at $77.00 per month per box and this rate will be for the life of the contract.

The Agency and the Town agree that the MRDCs shall be operated and maintained in accordance with the performance standards and MRDC Operation Requirement annexed hereto as **Exhibit "A".**

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 MRDC.

Section 7. The Town's Other Miscellaneous Obligations at the MRDCs or Transfer Stations

a) **Mandatory Attendance at Yearly MRDC Informational Meetings:** The Town shall send a designated representative to attend the Agency's mandatory MRDC Informational Meeting each year. The MRDC Informational Meeting will be offered various times a year to allow the Town's designated representative multiple opportunities to attend. The Agency will provide notice of the MRDC Informational Meeting in advance, including the date, time and location.

b) **Distribution of Educational Materials and Information:** The Town shall exercise Best Efforts to make available at the MRDCs, educational materials, which may include: flyers, pamphlets, booklets and other informational brochures, provided by the Agency. For the purposes of this section, the term "Best Efforts" may include, but is not limited to the following:

   i Ensuring the educational materials that are available at the MRDCs are the most up-to-date and/or recent materials provided by the Agency;

   ii Displaying educational materials in a reasonable manner for the public to have access to;

   iii Discard or return to the Agency old, out of date educational materials;

   iv Cooperating with the Agency to conduct an annual review of the Town's webpage(s) regarding information about accepted items for recycling, to ensure conformance to Agency's standards.

Section 8. The Town's Obligation to Divert Organic Waste and Reusable Materials

The Town shall exercise Best Efforts to divert Organic Waste and Reusable items from the waste stream. For the purposes of this section, the term "Best Efforts" may include, but is not limited to the following:

a) The Town shall take steps to encourage its residents to compost food, garden and yard waste.

b) The Town shall take steps to encourage its residents to Reuse materials that would have been discarded into the waste stream.

c) The Town may choose to implement the Agency's Organics and Reuse programs for the purpose of fulfilling its obligation in this Section. Should the Town opt to implement its own Organics and Reuse programs, the Town is required to provide an annual report (the

"Organics and Reusable Materials Diversion Report"), ensuring said programs meet the standards of the Agency and the governing local laws. The Agency reserves the right to request from time-to-time, proof or additional documentation in support of said annual Organics and Reusable Materials Diversion Report.

d) Cooperating with and assisting the Agency and the County Health Department in their efforts to enforce laws, rules and regulations governing the disposal of Organic Waste in the Town.

e) 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, the adoption of local laws, ordinances, rules or regulations providing, among other things, for the diversion of Biodegradable Solid Waste and Reuseable materials from the waste stream.

Section 9. Insurance

The Agency shall obtain and maintain at its own expense throughout the term of this Agreement to the extent commercially available, to cover the properties and the liabilities of the Agency. The Town shall maintain insurance in an amount equal to the Town's existing coverage, covering its operation of the MRDC. The Agency shall be named as an additional Insured on the Town's policy.

Section 10. Indemnification with Respect to System Operation

The Agency agrees that it will protect, indemnify, and hold harmless the Town and its officers, employees and agents (collectively. the "Indemnified Parties") from and against all liabilities. actions, damages, claims, demands, judgments, losses, costs, expenses. 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 or the performance (or non- performance) of the Agency's obligations under this Agreement. The Agency shall not, however, be required to reimburse or indemnify any Indemnified Party for loss or claim due to the negligence of any Indemnified Party, and the Indemnified Party whose negligence 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. In the event of multiple fault, the Agency and any Indemnified

Party shall share such loss or claim based upon the percent of fault attributable to each party as determined by a Court. 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.

Section 11. Notice of Litigation

The Parties shall deliver written notice to the Other of any litigation or similar proceeding to which either shall be a party and which shall question the validity or enforceability of this Agreement. Each Party shall have the opportunity to contest any such litigation or proceeding.

Section 12. Default

a) Default by the Agency

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

1) The failure on the part of the Agency to maintain insurance as agreed; and
2) The failure on the part of the Agency to observe or perform any of the other material term of this Agreement on the part of the Agency to be observed and performed; and
3) The cancellation of the Agency's power to act by judicial decree, legislative enactment or otherwise; and
4) 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 may 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 Agency shall remove its effects from the MRDC 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 (30) day period and thereafter diligently proceeds with all action necessary to complete such cure within ninety (90) days after said notice.

In the case of any default, 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 may 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 cured within the thirty (30) day period, the Town shall not be in default if it commences a cure within such period and thereafter diligently proceeds with all action required to complete such cure within a reasonable time.

Section 13. <u>Termination of Agreement</u>

The Town may have the right to terminate this Agreement upon written notice provided to the Agency not less than ninety (90) days prior to the end of each year of the Agreement, with no further liability for the balance of the term of this Agreement.

Section 14. Amendment of Agreement

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 15. 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: Attn: Town Supervisor
Town of Gardiner
Town Hall, PO Box 1
Gardiner, NY 12525

If to the Agency: Attn: Executive Director
Ulster County Resource Recovery Agency
999 Flatbush Road
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 16. 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 affect 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 17. Execution of Documents

This Agreement may be executed an any number of counterparts, any of which shall be regarded for all purposes as an original and alt 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 18. 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 19. 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 20. Governing Law and Jurisdiction

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

Section 21. References and Heading

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.

Section 22. Exhibits

This Agreement shall include the Exhibits that are attached hereto:

Exhibit A: Points of Emphasis

Exhibit B: MRDC Operation Regulations

Exhibit C: Recycling Product Standards

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:

_____

Chairperson

TOWN OF GARDINER

BY:

_____

Town Supervisor

EXHIBIT A

Exhibit A

Points of Emphasis

1. The Agency and the Town will enter into a 5 year agreement providing the Town with the option to terminate the contract at any time, by giving written notice of the Town's intention to terminate to the Agency not less than ninety (90) days prior to the end of each year of the Agreement.
2. The Pull Charges due the Agency for MSW and Recycling will be $95.00 per pull.
3. The Tipping and Pull Charges may be adjusted annually by the Agency during the Budget process.
4. MSW Box Rentals will be set at $77.00 per month per box. This rate will stay the same for the life of the contract.
5. The Agency will not charge a box rental fee for recycling boxes.
6. The Towns will not be required to deliver deposit bottles to the Agency and may keep that revenue stream. However, all other regulated recycling must come to the Agency or the equipment may be removed by the Agency.
7. The Agency, Staff and Employees will have full access to the Town Transfer Station to monitor compliance.
8. The Town must stay dual stream; no single stream will be allowed.

EXHIBIT B

Exhibit B

MRDC Operation Regulations

1) To ensure hazardous and unauthorized waste (batteries, tires, paint, non-friable asbestos, bulk liquids, regulated medical waste, radioactive waste, florescent bulbs, etc.) is not deposited in Agency roll-offs, MRDC staff must supervise the waste being deposited therein.
2) Heavy equipment (i.e. backhoes, excavators, etc.) must not be used to compact the contents of boxes or be used to push boxes. Doing so could cause damage to the sides, rollers, gates, and top square channel. Overloaded boxes (i.e. greater than 6 tons) creates pressure against box door.
3) MRDC staff must manage MSW boxes one at a time. Don't allow all boxes to fill at the same time which would cause excessive hauling in one day.
4) Boxes must not be loaded above the waterline.
5) Debris hanging from sides of the boxes is not allowed. It is not clean and unsafe for transport.
6) MRDC staff must ensure box receiving areas are free of debris. Not doing so makes it difficult to remove and place containers.
7) Accepting commercial waste is not allowed. Residential loads must be limited to two cubic yards.
8) Once MRDC staff requests a pickup, revocation of such request is not allowed and the container will be pulled and the necessary fees charged.
9) The Agency must have keys to all MRDC gates thereby allowing Agency staff access to the boxes when the facility is closed.
10) MRDC staff must not cut Agency locks off access gates without notifying the Agency.
11) MRDC staff must notify Agency dispatch by 1:00pm that a pickup is requested for the following day.
12) Commercial bulk MSW loads should be directed to an Agency facility. The MRDCs were designed to serve residential users, not commercial.
13) All MRDC personnel must be adequately trained in the receipt and handling of source separated recyclables and Municipal Solid Waste, including but not limited to, training specific to identifying asbestos, hazardous waste, etc.

14) Source separated recyclables must be free of all putrescible and non-putrescible waste.
15) Incidental putrescible waste mixed with recycling will be charged to the MRDC at Agency MSW rate.
16) MRDC sites must have adequate drainage to prevent Agency containers from being placed in standing water.
17) Agency personnel must have access (i.e. keys) to the MRDC to maintain, remove, repair, or replace containers/compactors. Even when the MRDC is closed.
18) Signs must be posted at the MRDC describing what types of waste and recyclables are accepted.
19) All MRDCs must comply with all applicable NYSDEC 360 Regulations and NYSDEC 362-1.2 through 362-3.5 Regulations.
20) Friable and non-friable asbestos waste is prohibited. Any container with such waste will be returned to MRDC site and the MRDC will be charged an additional pull charge for each returned container.
21) If an MRDC accepts waste containing refrigerants, the refrigerants must be properly removed and managed at the MRDC site.
22) MRDCs with compactors are responsible for properly training their staff in the safe operation of the stationary compactor. This should help prevent the disposal of non-conforming waste or recyclable material in the units, especially C&D debris.
23) All e-waste should be separated from the waste stream. To ensure said waste is not sent to a UCRRA facility MRDC staff must inspect full roll off boxes prior to scheduling pickup.
24) Agency must be notified at least two weeks in advance of MRDC changing their hours of operation.
25) Damages to the boxes/compactors caused by the MRDC will be charged to the MRDC.
26) No single stream recycling shall be allowed, only dual stream recycling.
27) All regulated recycling must come to the Agency (SC deposits exempted).
28) If applicable, copies of all MRDC NYSDEC permits or registrations must be provided to the Agency.
29) The Agency is responsible for submitting county-wide recycling/MSW & C&D reports to NYSDEC. Therefore all records regarding MRDC operations must be provided to the Agency upon request.

30) Agency staffing on Saturdays is limited and so therefore pickup of boxes requested on Friday may not be done until Monday.
31) Specific appointments times will not be made for pickup. Only that the Agency will pick up sometime during the day.
32) MRDCs must be OSHA compliant (i.e. proper railings, guarding, etc.) to help eliminate a resident from falling into one of our boxes. The Agency shouldn't put boxes in unsafe locations.
33) All boxes shall be delivered and set in place apart from any wall or structure as to prevent damage to Agency property or MRDC property.

EXHIBIT C

Exhibit C

Recycling Product Standards

In order to market recyclables, it is necessary to maintain a level of quality acceptable to the end market. In the MRF system in which you are participating, the Agency is responsible for collection of recyclables from the MRDC, for any necessary processing, and delivery to market. The municipality controls the quality of the material before it enters the MRF system. This may or may not require minimal cleaning or sorting at the MRDC before the materials are picked up by an Agency hauler. This may require culling contaminants and glass out of the commingle stream or box, educating, instructing, and inspecting residential recycling.

Agency staff will monitor the quality of recyclable materials received by the MRDC to evaluate any level of contamination, based on a visual inspection and documentation (photographs) of the recyclable materials. As defined in Local Law No. 4 of 2010: "Contamination" shall mean the inclusion of substance(s) or condition(s) that render the otherwise recyclable or compostable materials (including regulated recyclable materials and yard waste) less marketable.

The Agency has established a threshold of unacceptable contamination. Any load of recyclable materials that exceeds 10% contamination by volume shall be subject to a contamination fee based on the percentage of contamination as compared to the total weight of the load, documented on the weigh ticket. The contamination fee shall be the current Municipal Solid Waste tipping fee approved by the Agency Board of Directors.

The Agency shall provide recycling education that includes a list of contaminants that are undesirable to the processing and marketing of the recyclable materials. The Agency shall provide recycling literature that may be distributed to users of the recycling system in an effort to reduce contamination.

Recycling markets have identified many items or conditions that are undesirable to recycling processes. Examples of contamination include, but is not limited to: plastic clamshell packaging, black plastic packaging, plastic bakery dome containers, bulky rigid plastics, baskets, plastic bags and other

thin plastic films, expanded polystyrene containers and packaging, Tupperware containers, garden hoses, chains, electronic devices, miscellaneous scrap metal, window glass ceramics, mirrors, light bulbs, wax coated paper cups and beverage cartons, pizza boxes, and any fiber exceeding 10% moisture content. This is not a complete list of contaminants.

The Agency has a Recycling Education Department that is available to answer any questions.