

From the minutes of the Town of Pompey Planning Board Meeting on September 18, 2023:

J. Shaheen proposed the following motion at 7:25 pm:

The Planning Board recommends that the parcel (Tax ID 012.-01-3.1) upon which Pivot Energy's Tier 3 Solar Community Solar project is intended, per its pending application, be added to the Solar Overlay Zone with the following findings and conditions:

- 1) The applicant must meet the requirements for limiting the project to no more than 50% of Prime Farmland, Unique Farmland or Farmland of Statewide Significance on the parcel. It is noted that in addition to meeting these requirements, the participating landowner has agreed to set aside acreage equivalent in size and quality in agricultural easement to mitigate potential impacts on farmland in the Town. The applicant has also shifted the array (compared to their previous application) to reduce the number of acres considered Prime Farmland by 25% compared to its previous application.
- 2) The configuration as currently shown provides some natural buffers to adjoining properties and Sweet Road. A screening plan will supplement that natural vegetation.
- 3) Setback and maximum coverages appear to be met by the preliminary plan.
- 4) It has been noted that the site is located in a Scenic View shed as identified in the Town of Pompey Master Plan. However, it appears that thru existing vegetation supplemented by the screening plan, the view-shed issue is mitigatable. It should be noted that a number of towers are also in the background of that view shed currently.
- 5) This application appears to meet the spirit of the solar local law, as it has been written.
- 6) The Board acknowledges that there is concern regarding the reduction of prime farmland soils, both in our Town and the State.
- 7) The local law provides that if this matter is granted Solar Overlay Zone approval from the Town Board, it will be referred back to the Planning Board for Site Plan Review where these issues will be further addressed, subject to final engineering and legal review.

K. Coursen seconded the motion at 7:27 pm. No further discussion is had.

The motion goes to a roll call vote. Results of the roll call vote are as follows:

J. Shaheen-Aye  
K. Coursen-Aye  
S. Smith-No  
C. Fahrenkrug-No  
D. Bargabos-Aye  
D. Cook-Aye  
R. Smith-Aye

The motion is passed five to two in favor of recommending this project to the Town Board.

Pompey Environmental Conservation Commission  
Review Comments: Pivot Energy Solar Energy Overlay District Application  
November 8, 2023

The Town of Pompey Environmental Conservation Commission (ECC) reviewed Pivot Energy's request to establish a Solar Energy Overlay District for the proposed construction of a 4.25-megawatt community solar project on Sweet Road in the Town of Pompey, NY. In accordance with Local Law 1 of the Town of Pompey 2021, this project is considered a Teir 3 Solar Energy Systems project. Per said local law, the ECC is charged with delivering their review comments to the Town Board upon review of the project application.

Pivot Energy submitted a previous application for a project sited on this parcel to the Town of Pompey Planning Board on July 6, 2021 which was subsequently sent to the Town Board for consideration on January 3, 2022. The Planning Board did not recommend an overlay zoning district to the Town Board based on concerns related to the project occupying cleared land that is classified as prime farmland, project screening and visual impacts, stormwater runoff/management and, emergency access.

The current application was submitted by Pivot Energy to the Pompey Planning Board on May 17, 2023 in response to the Town's previous concerns.

As part of the ECC's review the following documents as submitted by Pivot Energy to the Pompey Planning Board were considered:

1. Proposed Agricultural Mitigation Plan
2. Overall Site Plan identifying the proposed project elements including access road, point of interconnection, and vegetative screening plan
3. Stormwater Pollution Prevention Plan (SWPPP)
4. Parcel Boundary and Zoning District
5. Site Topography
6. Surrounding Land use and Structures
7. Visual Simulations from Sweet Road of Project Area
8. NOI Letter from New York State Department of Agriculture and Markets Project
9. Emergency Response Plan
10. Response to agency consultations from NY Natural Heritage Program (NHP) and OPRHP (SHPO)
11. Full Environmental Assessment Form Part 1
12. Wetlands Delineations Map

Supporting documents also considered in this review included:

1. Chapter 165-9.2 of the Town of Pompey Code, Solar Energy Systems Overlay District
2. The Comprehensive Master Plan for Land Conservation and Use in the Town of Pompey, Onondaga County, March 4, 2013
3. May 19, 2022 ECC Monthly Meeting Minutes

Following the full review and discussion of the above identified documents, as well as consideration of information provided by Pivot Energy at an Open House meeting at Heritage Hill Brewhouse on March 27, 2023 and comments made by Pivot Energy representatives during the July and September 2023 Town Planning Board meetings, the ECC finds that the current Sweet Road Solar application satisfactorily

Pompey Environmental Conservation Commission  
Review Comments: Pivot Energy Solar Energy Overlay District Application  
November 8, 2023

addresses the ECC's initial project comments (dated May 19, 2022) concerning wetland encroachment, viewshed impacts, vegetative screening and fencing.

The following comments on the current Pivot Energy application are provided for your consideration:

1. **CONSTRUCTION, POST-CONSTRUCTION INSPECTION AND MAINTENANCE:** Stormwater discharges associated with construction activity under State Pollutant Discharge Elimination System (SPDES) General Permit GP-0-20-001 requires the owner/operator of permitted construction projects to complete site inspections during and following construction to ensure stormwater control practices are installed and properly functioning. To ensure that these inspection requirements are met, and that the installed control practices are functioning, the Town should require Pivot Energy to provide copies of all State required inspection reports to the Town Engineer and Codes Officer as a condition of project approval. The inspection schedule should be confirmed with Pivot as part of the overlay approval process. The Town should establish a detailed schedule of fines for failing to submit the required inspection reports.
2. **OPERATIONS AND MAINTENANCE:** The Town should establish a detailed schedule of town-imposed fines should Pivot Energy fail to perform maintenance activities in a timely and effective manner throughout the life of the project in accordance with the long-term operations and maintenance plan.
3. **DECOMMISSIONING PLAN:** It is not clear that the current decommission bond is sufficient to ensure the return of the site back to its current productive agricultural state at the end of the project's life. As a condition to project approval, the Town and Pivot Energy should review the adequacy of the decommissioning bond based on realistic cost projections and, establish a legal mechanism to ensure any decommissioning cost gaps will be addressed to the satisfaction of the Town at the end of the project's 25-year lifespan.

**Town of Pompey**

**Date:** November 14, 2023

**To:** Town Board

**From :** James Pompo, CPA  
Town Accountant

**RE:** Budget Transfers

**General Fund**

A3310.2	Traffic Control Equipment	4,505.00
A4089	Federal Aid Other (ARPA)	(4,505.00)

To increase the line item for traffic control equipment (signage) for the purchase of hamlet signs to be funded with Federal ARPA funds.

**Town of Pompey**

**Date:** November 14, 2023

**To:** Town Board

**From :** James Pompo, CPA  
Town Accountant

**RE:** Budget Transfer

**General Fund**

A1620.20	Buildings-Equipment	6,190.00
A1990.4	Contingent	(1,547.50)
A2760	Grants from Local Governments	(4,642.50)

Increasing the Buildings - Equipment line item to account of the purchase of a water system for the Town Hall.  
Funded partially by a County Grant of \$4,642.50 with the remaining balance of \$1,547.50 coming from contingency

**TOWN OF POMPEY  
CODES ENFORCEMENT OFFICE**

**TIM BEARUP**  
Code Enforcement Officer

8354 U.S. ROUTE 20  
Manlius, NY 13104

**TYLER JOHNSON**  
Deputy Code Enforcement Officer

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By appointment Only

Phone (315) 682-1170 Fax (315) 682-8062

October Report

2023

Permits: 14

Completions: 21

Work to stop orders:

- 1) 7447 Broadfield Rd - addition to accessory structure without permit.

# Permit Monthly Report

10/01/2023 - 10/31/2023

Permit #	Issue Date	Owner	Permit Type	Property Location	Valuation	Amount
<b>October</b>	<b>2023</b>					
082-23	10/02/2023	Gerald Devine	Boiler	2125 Pompey Center Rd SBL#: 031.-03-01.2	\$41.00	
083-23	10/02/2023	Alan Smith	Pole Barns	7569 Bluegrass Blvd SBL#: 022.-01-03.2	\$77.00	
084-23	10/03/2023	Michael Virgil	Pole Barns	8204 Number 4 Rd W (Michael Virgil; Barbara Virgil) SBL#: 027.-01-09.1	\$162.00	
085-23	10/03/2023	John Pezzi	Demolition	3879 Pompey Hollow Rd SBL#: 007.-03-16.5	\$25.00	
086-23	10/10/2023	VIKING 50 LLC	Pole Barns	3141 Bush Rd (VIKING 50 LLC) SBL#: 018.-02-05.1	\$402.00	
087-23	10/10/2023	Daniel Cech	Solar	4504 Spruce Ridge Dr SBL#: 004.-16-14.0	\$386.00	
088-23	10/11/2023	Spencer Hayward	Demolition	2825 Citation Dr SBL#: 017.-01-14.0	\$25.00	
089-23	10/11/2023	Stephen Hughes	Solar	4419 Sweet Rd SBL#: 001.-03-01.0	\$175.00	
090-23	10/12/2023	Ava Sullivan	Pole Barns	2750 Route 91 SBL#: 019.-04-11.0	\$183.00	
091-23	10/16/2023	Deskins Living Trust#08312010	Shed	3882 Pompey Hollow Rd SBL#: 007.-05-12.3	\$49.00	
092-23	10/19/2023	Avni Patel	Addition	7883 Corsica Ln (Avni Patel) SBL#: 004.-21-09.0	\$642.00	
093-23	10/19/2023	Alexander J De Croce	Interior Remodel	8126 Solomon Seal Ln SBL#: 004.-07-13.0	\$105.00	
094-23	10/25/2023	Donna Jean Knapp	Pole Barns	7355 Broadfield Rd SBL#: 003.-01-17.4	\$77.00	
095-23	10/26/2023	David Hootnick	Out Building	Broadfield Rd SBL#: 004.-01-03.1		
<b>October 2023 Total:</b>					<b>\$2,349.00</b>	<b>\$0.00</b>

# Permit Monthly Report

Permit #	Issue Date	Owner	Permit Type	Property Location	Valuation	Amount
<b>Reporting Period Total:</b>					<b>\$2,349.00</b>	<b>\$0.00</b>



# Completion Issued Report

10/01/2023 - 11/01/2023

Contact Type: Applicant

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
002-22	025.-01-10.1	Certificate of Compliance	002-22	Fraze Farms	Fraze Farms Number 4 Rd E	10/30/2023
					<b>Pole Barns # of CC/CO :Issued : 1</b>	
002-23	004.-04-06.2	Certificate of Compliance	002-23	Freddie Edelman	7777 Indian Hill Rd	10/03/2023
					<b>Pool # of CC/CO :Issued : 1</b>	
004-23	021.-03-05.0	Certificate of Compliance	004-23	Sue Wanner	2583 Route 91	10/26/2023
					<b>Interior Remodel # of CC/CO :Issued : 1</b>	
009-22	018.-04-15.3	Certificate of Compliance	009-22	Kyle Kogut	Kyle & Andrea Kogut 3020 Route 91	10/30/2023
					<b>Pool # of CC/CO :Issued : 1</b>	
010-23	031.-02-09.2	Certificate of Compliance	010-23	Jeffrey S Vinson	1997 Pompey Center Rd	10/26/2023
					<b>Addition # of CC/CO :Issued : 1</b>	
021-23	030.-04-03.2	Certificate of Occupancy	021-23	None	Cordelle Development Corp Ridge Rd	10/30/2023
					<b>Single Family Home # of CC/CO :Issued : 1</b>	
022-23	004.-02-06.0	Certificate of Compliance	022-23	Scott Cupp	8055 Broadfield Rd	10/10/2023
					<b>Generators # of CC/CO :Issued : 1</b>	
034-23	019.-11-06.0	Certificate of Compliance	034-23	None	6955 Clematis Cir	10/30/2023
					<b>Shed # of CC/CO :Issued : 1</b>	
037-23	028.-02-15.1	Certificate of Compliance	037-23	Corey Greene	2144 Cemetery Rd	10/26/2023
					<b>Deck # of CC/CO :Issued : 1</b>	

Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
041-22	002.-05-04.0	Certificate of Compliance	041-22	Robert Allen	3990 Canyonwood Ln	10/10/2023
					Pool # of CC/CO :Issued :	1
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
042-23	029.-05-17.0	Certificate of Compliance	042-23	Johanna Neugebauer	1870 Berwyn Rd	10/26/2023
					Deck # of CC/CO :Issued :	1
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
047-22	010.-03-09.0	Certificate of Compliance	047-22	Ronald Heffernan	6938 Frank Long Rd	10/04/2023
057-22	010.-03-14.2	Certificate of Compliance	057-22	Andrew Agrasto	7170 Frank Long Rd	10/04/2023
					Pool # of CC/CO :Issued :	2
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
061-22	010.-03-09.0	Certificate of Compliance	061-22	Ronald Heffernan	6938 Frank Long Rd	10/04/2023
					Pole Barns # of CC/CO :Issued :	1
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
064-23	005.-01-28.0	Certificate of Compliance	064-23	Andreas Lisell	8471 Indian Hill Rd	10/26/2023
					Deck # of CC/CO :Issued :	1
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
068-22	010.-03-07.1	Certificate of Compliance	068-22	George Chrysler	Frank Long Rd	10/04/2023
					Shed # of CC/CO :Issued :	1
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
075-23	018.-06-09.0	Certificate of Compliance	075-23	Collin Maloney	Brittany & Collin Maloney 7329 Hamilton Rd	10/10/2023
					Deck # of CC/CO :Issued :	1
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
082-23	031.-03-01.2	Certificate of Compliance	082-23	Gerald Devine	2125 Pompey Center Rd	10/16/2023
					Boiler # of CC/CO :Issued :	1
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
087-22	015.-02-15.0	Certificate of Compliance	087-22	Robert Fuller	3208 Oran Gulf Rd	10/30/2023
					Addition # of CC/CO :Issued :	1
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date
107-22	023.-02-04.8	Completed	107-22	Rebecca Bizup	7940 Route 20	10/30/2023
					Geothermal # of CC/CO :Issued :	1
Permit #	SBL	Completion Type	Completion Number	Applicant	Location	Completion Date

111-22      003.-01-03.0      Completed      111-22      None      4371 Henneberry Rd      10/30/2023  
Garage # of CC/CO : Issued : 1  
Grand Total: 21

**AGREEMENT FOR USE OF OCRRA**  
**SOLID WASTE MANAGEMENT SYSTEM**

This one (1) year **HAULER-OCRRA AGREEMENT** dated as of \_\_\_\_\_, between the Onondaga County Resource Recovery Agency ("**OCRRA**" or "**AGENCY**"), a public benefit corporation duly organized and existing under the laws of the State of New York and having its principal offices at 100 Elwood Davis Road, North Syracuse, New York, 13212, and, ("**HAULER**") **Town of Pompey** having its principal offices at **8354 US Route 20, Manlius, NY 13104**.

**WITNESSETH:**

**WHEREAS**, the **AGENCY** has implemented an integrated system for the management of Solid Waste generated within Onondaga County known as the Onondaga County Solid Waste Management System; and

**WHEREAS**, the **AGENCY** has made available for use by Agency Permitted Solid Waste Haulers, such as **HAULER** herein, its Onondaga County Solid Waste Management System Facilities, including its Waste-to-Energy Facility ("**WTE Facility**"), Construction Debris Processing Facility, Yard Waste Compost Sites and Transfer Facilities; and

**WHEREAS**, the **AGENCY** and the Onondaga County Solid Waste Management System have been established to meet the State and County Solid Waste Management Plans and to operate in such a way as to meet the goals and standards set forth in those plans; and

**WHEREAS**, the **AGENCY** and the Onondaga County Solid Waste Management System meet the disposal priorities set forth in Environmental Conservation Law §27-0106; and

**WHEREAS**, the Onondaga County Solid Waste Management System provides substantial and unique benefits to Agency Permitted Solid Waste Haulers, including disposal of various categories of Solid Waste collected from Waste Generators, subsidization for recycling activities conducted by **HAULERS**, incentives for waste reduction, Household Hazardous Waste disposal, recycling education, Yard and Garden and Food Waste Composting Facilities, a Construction/Demolition Debris Processing Facility and other benefits, all in a manner that protects public health and promotes sound environmental protection; and

**WHEREAS**, the **AGENCY** is an integral part of efforts by Onondaga County and local Municipalities to meet federal and state environmental standards as well as an integral component in local municipal efforts to prevent harm to the environment and reduce potential exposure to CERCLA liability and other costly consequences which can arise from improper waste disposal practices; and

**WHEREAS**, the **AGENCY** has also made available for use by Agency Permitted Haulers, a designated Material Recovery Facility ("**MRF**") which, under separate contract with the **AGENCY**, has agreed to accept County Designated Curbside Recyclables (See Attachment 9 for County Source Separation Law incorporated herein by reference) from such Agency

Permitted Haulers provided that (a) the County Designated Curbside Recyclables originated by households in Participating Municipalities in Onondaga County; (b) the said **HAULER** has committed to bring the Solid Waste it collects, which was generated in the Participating Municipalities in Onondaga County (see Attachment 6), to Onondaga County Solid Waste Management System Facilities; and (c) the contract OCRRA has entered into with WM Recycle America, L.L.C. ("DESIGNATED MRF CONTRACTOR") remains in effect); and

**WHEREAS**, the DESIGNATED MRF CONTRACTOR has agreed that it will not treat any Agency Permitted Hauler which is an Affiliate of the DESIGNATED MRF CONTRACTOR in any way which would provide such Affiliate a material advantage over any other Agency Permitted Hauler with respect to the delivery of Onondaga County Recyclables collected in the Curbside Program, where an Affiliate is defined as an entity controlled by such DESIGNATED MRF CONTRACTOR or under common control with such DESIGNATED MRF CONTRACTOR; and

**WHEREAS**, the **HAULER** desires guaranteed disposal capacity for only Acceptable Solid Waste as defined in this Agreement at the Onondaga County Solid Waste Management System Facilities and access to, and the use of, an Agency-contracted MRF and is willing to abide by the Agency Operating By-Laws (See Attachment 4, the Stipulated Contractual Damages for failure to comply with this contract and the Operating By-Laws incorporated herein by reference) for use of the Onondaga County Solid Waste Management System Facilities and to commit to bring all of the Acceptable Solid Waste it collects in the Participating Municipalities of Onondaga County to the Onondaga County Solid Waste Management System Facilities; and

**WHEREAS**, the parties desire to set forth their respective rights and obligations regarding the use of Onondaga County Solid Waste Management System Facilities in this Agreement;

**NOW THEREFORE**, in accordance with the mutual considerations set forth above, and herein, the parties hereto agree as follows:

1. This Agreement is made pursuant to Public Authorities Law Sections 2045-e (8) and 2045-e (9).
2. Terms used herein have the meaning set forth in Attachment 1 titled "Definitions" which is incorporated herein by reference.
3. The **AGENCY** agrees to provide, operate and make available for use by **HAULER** the "Onondaga County Solid Waste Management System Facilities" described in Attachment 2 which is incorporated herein by reference.
4. The **AGENCY** agrees to make reduction, re-use and recycling a top management priority and to continue to recover all items which can reasonably and feasibly be recycled. (See Attachment 3 for a list of County Designated Recyclables which attachment is incorporated herein by reference).
- 5a. During the term of this Agreement, **HAULER** agrees to bring or cause to be brought to the Agency Facilities listed in Attachment 2 all Acceptable Solid Waste generated

or originating in the thirty-three (33) Participating Municipalities of Onondaga County (See Attachment 6 incorporated herein by reference) which is collected or transported by **HAULER**, and to pay **AGENCY** the then current Tipping Fee set forth in paragraph 7 below for disposal of such Acceptable Solid Waste. This delivery obligation does not cover Recyclables, Construction Debris, Demolition Debris, White Goods, Unacceptable System Wastes, tires, treated wood and Food Waste where the latter is recycled through a permitted Food Waste composting facility.

- 5b. During the term of this Agreement, **HAULER** agrees that it will bring or cause to be brought all Food Waste generated or originating in the thirty-three (33) Participating Municipalities of Onondaga County which is collected or transported by **HAULER** either to the Agency Amboy Food Waste composting facility or, in the alternative, to an Agency-approved Food Waste processing facility.
- 6a. The **AGENCY** agrees to accept, at the Onondaga County Solid Waste Management System Facilities listed in Attachment 2, all Acceptable Solid Waste delivered to it by the **HAULER**. The **AGENCY** shall have the right to reject non-complying Solid Waste materials delivered by **HAULER**, but such rejection will not relieve **HAULER** of its obligation under paragraphs 5a and 5b for all other complying Acceptable Solid Waste. **HAULER** shall remove and dispose of properly any non-complying materials rejected by the **AGENCY**, in the first instance at other Agency facilities able to accept same or pay for such removal and disposal elsewhere.
- 6b. The **AGENCY** will make available for use by **HAULER**, a designated Material Recovery Facility ("MRF") which, under separate contract with the **AGENCY**, has agreed to accept County Designated Curbside Recyclables (See Attachment 9 for County Source Separation Law incorporated herein by reference) from **HAULER** provided that the contract OCRRA has entered into with WM Recycle America, LLC ("DESIGNATED MRF CONTRACTOR") remains in effect and: (a) the County Designated Curbside Recyclables originated from households in Participating Municipalities in Onondaga County; and (b) **HAULER** commits to bring the Solid Waste it collects, which was generated in the Participating Municipalities in Onondaga County (see Attachment 6), to Onondaga County Solid Waste Management System Facilities; and (c) **HAULER** specifically agrees to not mix non-Onondaga County Participating Municipality's curbside recyclables or commercial recyclables; or recyclables from non-residential waste generators, excluding apartment complexes, as defined by Onondaga County Source Separation Local Law 2-2012 (See Attachment 9); or commercial recyclables from Onondaga County or elsewhere.
7. During the term of this Agreement, the **AGENCY** agrees that the Acceptable Waste Tipping fee for each ton of Acceptable Waste, and residential recyclables, delivered to Agency Facilities shall be as follows:

Calendar Year: 2024

Tipping fee for Residential recyclables: shall be forty dollars (\$40.00) per ton

Tipping Fee for Residential MSW: shall be One Hundred and Five-dollars (\$105.00) per ton

A four dollar (\$4.00) per ton security prepayment will be credited back to **HAULER** provided **HAULER** remains in "Good Standing" by keeping current on its payments to the **AGENCY**. Haulers in good standing will thus pay up to one hundred and one dollars (\$101.00) per ton in 2024; and must have self-unloading vehicles to qualify for this contract rate.

Notwithstanding the criteria set forth in Attachment 7, for purposes of this provision the **HAULER** shall be deemed in "Good Standing" if the **HAULER** is current on its payment of the Tipping Fees specified in this Section to the **AGENCY** and is bringing all Acceptable Waste to Agency Facilities as required hereunder.

Small users signing a Small User Agreement who do not have self-unloading vehicles will not be eligible for the four dollar (\$4.00) per ton security prepayment credit.

The **AGENCY** warrants and represents that the tipping fees, disposal terms and benefits offered or granted to **HAULER** herein are equal to those being offered or granted by the **AGENCY** to any other **HAULER** and/or user of the Onondaga County Solid Waste Management System, including any municipal **HAULER**, during the period constituting the term of this contract. The **AGENCY** further warrants and represents that the tipping fee charged by the **AGENCY** for Acceptable Waste delivered during the year 2024 by a **HAULER** who has not signed the 2024 one year Agreement for Use of OCRRA Solid Waste Management System or an Agency Small User Agreement (those **HAULERS** not having self-unloading vehicles) and obtained an annual Agency Hauler Permit shall be no less than one hundred twenty-five dollars (\$125.00) per ton of Acceptable Waste. Fees for recyclables, construction and demolition debris, yard waste, food waste, white goods, tires and other materials for 2024, are established annually by the Agency Board of Directors and said tipping fees granted to **HAULER** shall also be equal to or better than those being offered or granted by the Agency to any other **HAULER** and/or user of the Agency's system.

8. In further consideration of the service provided by the **AGENCY**, **HAULER** agrees to pay the Tipping Fee in accordance with the Operating By-Laws of the **AGENCY**. These Operating By-Laws have been established pursuant to New York Public Authorities Law Section 2045-e (9) and are attached hereto and incorporated herein by reference as Attachment 4.
9. The **AGENCY** will make every effort to maintain its Solid Waste Management System Facilities in Onondaga County and will continue to make those facilities available for disposal of all Acceptable Solid Waste generated by **HAULER'S** customers and conveyed to Onondaga County Solid Waste Management System Facilities by **HAULER**.
10. **HAULER** shall maintain, in Good Standing (See Attachment 7), the current Agency Hauler Permit issued by the **AGENCY**.

11. **HAULER** agrees that **AGENCY** may notify its member municipalities if and when **HAULER** is no longer in Good Standing (See Attachment 7). If **HAULER** regains Good Standing status, **the AGENCY** will notify its member municipalities of the same.
12. The **AGENCY** and **HAULER** shall cooperate in the implementation of the respective requirements under this Agreement.
13. The term of this Agreement shall be for one year commencing on January 1, 2024 and shall terminate on December 31, 2024.
14. **HAULER** agrees it will comply, at its own expense, with the provisions of all applicable federal, state and municipal requirements including the Onondaga County Solid Waste Management Plan and with all applicable federal, state and local laws, rules and regulations.
15. Any purported delegation of duties or obligations or assignment of rights without the prior express written consent of the **AGENCY** is void. **HAULER** shall not subcontract any part of the work without the prior written consent of the **AGENCY** except to an Agency Permitted Hauler that has signed an Agreement for use of the Agency Solid Waste Management System. All subcontracts shall provide that subcontractors are subject to all of the terms and conditions set forth in this Agreement. All work performed by a subcontractor of **HAULER** shall be deemed work performed by **HAULER**. This Agreement and the payments to be made hereunder shall not be assigned or transferred by either party without the express written consent of the other party.
16. All notices of any nature, including a Notice of Violation referred to in this Agreement, shall be in writing and sent by certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as respective parties hereto may designate in writing:

**To AGENCY:**  
 Executive Director  
 Onondaga County Resource  
 Recovery Agency  
 100 Elwood Davis Road  
 North Syracuse, NY 13212-4312

**Copy to:**  
 Agency Counsel  
 Onondaga County Resource  
 Recovery Agency  
 100 Elwood Davis Road  
 North Syracuse, NY 13212-4312

**To HAULER:**

**Copy to (if required):**

Town of Pompey  
8354 U.S. Route 20  
Manlius, NY 13104

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



17. A copy of any Notice of Violation issued shall also be emailed to the Hauler at the time the Notice of Violation is sent by certified mail. This Agreement and its ten attachments (all incorporated herein by reference) constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be changed or modified except by an instrument in writing signed by a duly authorized representative of both parties.
18. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
19. **The AGENCY** has notified **HAULER** and **HAULER** acknowledges that the **AGENCY** has or will enter into contracts with thirty-three (33) of thirty-five (35) Municipalities in Onondaga County (See Attachment 6). Those contracts provide that each Participating Municipality will "deliver or cause to be delivered" Solid Waste (as the term "Solid Waste" is defined in those municipal contracts) generated from each such Municipality to the **AGENCY'S** System. The **AGENCY** represents that the contracts are authorized by Title 13-B of the New York Public Authorities Law pursuant to the local police powers granted by the State to local municipalities under the New York Constitution and applicable New York law relative to managing the public health, safety and environmental aspects of solid waste. The **AGENCY** further represents that both the County of Onondaga and the local Participating Municipalities have exercised their police powers by designating by local law or ordinance that Solid Waste from their Municipality will be disposed of only at the Onondaga County Solid Waste Management System. This Hauler Agreement will not modify these Delivery Agreements or local laws or ordinances with the municipalities in any way. **HAULER** agrees that Agency may notify Participating Municipalities if **HAULER** is no longer considered "In Good Standing."
20. The parties hereto agree that Stipulated Contractual Damage Payments, as provided in Attachment 5 (incorporated by reference herein), are reasonable and that they will be assessed against **HAULER** for a violation of the **AGENCY** Rules (Operating By-Laws) found in Attachment 4, also incorporated herein by reference, or any of the Agreement terms herein. Such damage payments will be added to **HAULER'S** monthly bill for tipping fee services for that month and shall be paid with that monthly bill. **HAULER** may dispute that it owes the Stipulated Contractual Damage Payments and if disputed successfully, the **AGENCY** will reimburse that amount upon completion of the Dispute Resolution Procedures found in Attachment 8. The failure of the **AGENCY** to assess a damage payment against **HAULER** in a particular circumstance where the **AGENCY** could assess such payment shall not constitute any waiver, release, condonation, acceptance, or agreement with respect to such act of **HAULER** or with respect to any other **HAULER** or any future act.
21. **HAULER** waives any right or recourse **HAULER** may have in law or in equity with respect to any issue arising out of an asserted violation of this Agreement including the Agency Rules (Operating By-Laws) found in Attachment 4, also

incorporated herein by reference, as well as any stipulated contractual damage payment imposed for violations hereunder that **HAULER** believes was incorrectly calculated or assessed. **HAULER** agrees to be limited solely to the Dispute Resolution Procedures provided herein (See Attachment 8 incorporated herein by reference) and agrees to be bound by any decision resulting therefrom, provided, however that in no instance shall the **AGENCY** enforce any such stipulated contractual damage payment (See Attachment 5) which would prohibit **HAULER'S** use of Agency Facilities listed in Attachment 2 or Agency Contracted MRF's until and unless there shall have first been a due process review of the circumstances of such violation by the Executive Director of the **AGENCY** or the Executive Director's designee.

22. **HAULER** shall at all times defend, indemnify and save harmless the **AGENCY** and its officers, agents and employees on account of and from any and all damages, including but not limited to claims, damages, losses, judgments, workers' compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death) or damage to property sustained by (a) **HAULER**, its officers, agents, and employees; (b) the **AGENCY**, their respective officers, agents and employees or; (c) any other person, to the extent that **HAULER'S** negligent act, omission or neglect at any Agency Facility (See Attachment 2 incorporated herein by reference) or Agency Contracted MRF was the proximate cause of the damages. The existence of insurance shall in no way limit the scope of this indemnification, **HAULER** further undertakes to reimburse the **AGENCY** for damage to property of the **AGENCY** caused in part or in whole because of **HAULER'S** negligent act, omission or neglect at any Agency Facility (See Attachment 2). The **AGENCY**, for its part, shall reciprocate and remain responsible for the acts of its own officers, agents and employees for any injuries or damages sustained as a result of their negligent acts or omissions.
23. During the entire term of this Agreement, The **AGENCY** agrees not to engage directly in the collection or hauling of Solid Waste from generators in Onondaga County or elsewhere or to seek authority under its enabling legislation to engage in collection or hauling of Acceptable Waste, (except for hauling ash, Unacceptable Waste at the WTE Facility, Unacceptable System Waste and intra-facility transportation of any waste including residue and by-pass). For its part and in return for this promise, **HAULER** agrees, during the entire term of this Agreement, not to design a plan for, conduct SEQR review for or apply for a permit to the NYS DEC to construct or operate a transfer station under 6 NYCRR 360 Part 11 or Part 16 that would handle Acceptable Waste from Onondaga County. Hauler further agrees during the term of this Agreement not to contract for the construction of, construct, operate, patronize, or make arrangements to utilize or assist others in any way in any of the foregoing activities, a privately owned transfer station, as that term is defined in 6 NYCRR Part 360 1.2 (172), for the transfer or transport of Acceptable Waste originating in Onondaga County. The provisions of this section shall not apply to construction and demolition debris. **AGENCY** and **HAULER** agree that any violation of this provision will

cause the other irreparable harm and that the injured party may apply to the NYS Supreme Court for an immediate temporary restraining order and be also entitled to both a preliminary and a permanent injunction.

24. This Agreement and all of its terms and conditions shall bind and inure to the benefit of the administrators, successors, purchasers, grantees and assigns of the respective parties hereto.
25. The waiver by the **AGENCY** of a breach of any term, Rule, Operating By-Law, covenant, agreement or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, Rule, Operating Bylaw, covenant, agreement or condition contained in this Agreement, nor shall any custom or practice which may be established between the **AGENCY** and **HAULER** in the administration of the terms and Rules (See Attachment 4) of this Agreement be construed to in any way lessen the right of the **AGENCY** to insist on the performance by **HAULER** in strict accordance with the terms and Rules of this Agreement.
26. The parties hereby agree that any action, suit or proceeding arising out of this Agreement or any transaction contemplated hereby shall be heard only in State Supreme Court for Onondaga County, New York and neither party shall object to the institution or maintenance of any such action, suit or proceedings, after completion first of Dispute Resolution Procedures (See Attachment 8), in such court based on improper venue, forum non conveniens, or any other ground relating to the appropriate forum for such action, suit or proceeding.
27. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Agreement and all other provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed effective as of the day and year first above written.

**HAULER:** Town of Pompey

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ONONDAGA COUNTY  
RESOURCE RECOVERY AGENCY**

By: *K. E. [Signature]*

Date: November 1, 2023

APPROVED AS  
TO LEGAL FORM  
Initials KE Date 10/30/23

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**IN THE MATTER**

**Of**

**AUTHORIZING THE SUPERVISOR TO  
SIGN AN AGREEMENT WITH THE  
CENTRAL NEW YORK REGIONAL  
PLANNING BOARD FOR CNY  
STORMWATER COALITION STAFF  
SERVICES AND EDUCATION  
COMPLIANCE ASSISTANCE PROGRAM**

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**RESOLUTION 2023-\_\_\_**

The **TOWN BOARD OF THE TOWN OF POMPEY**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Pompey located at 8354 U.S. Route 20, Manlius, NY 13104 County of Onondaga, State of New York, on the 14<sup>th</sup> day of November, 2023, at 6:30 p.m., which session was also virtually broadcast via Zoom.

The meeting was called to order by Renee Rotondo, Supervisor, and the following were present, namely:

Renee Rotondo	Supervisor
Ann Christmas	Councilor
Willard Lipe, III	Councilor
James Loomis	Councilor
Diana Carpenter	Councilor

WHEREAS, **TOWN OF POMPEY**, herein called the “Municipality”, after thorough consideration of the various aspects of the problem and consideration of available information, has hereby determined that work, as described in Attachment A, herein called the “Project”, is desirable, is in the public interest, and is required in order to implement the Project for 2024; and

WHEREAS, the Central New York Regional Planning & Development Board, herein called the “Board”, has provided program planning and implementation assistance pertaining to the requirements of the New York State Pollutant Discharge Elimination System (SPDES)

Stormwater Phase II General Permit for Municipal Separate Storm Sewer System (MS4) operators since 2002, and

WHEREAS, the Board has proposed staff and education assistance services in support of sustaining the CNY Stormwater Coalition and to provide a regional public education, outreach and training compliance program to reduce municipal staff burdens, ensure consistency, provide widespread priority audience targeting the most efficient use of limited municipal funds by distributing total program costs over a number of entities within a twelve month timeframe;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF POMPEY**

1. That John C. Dunkle, Town Engineer for the Town of Pompey, is the representative authorized to act on behalf of the Municipality's governing body in all matters related to the Project in 2024;
2. That the Municipality agrees that it will fund its portion of the program cost in the amount of \$3,600, and that those funds will be made available to the Board upon receipt of invoice.
3. That one (1) certified copy of this Resolution will be prepared and sent to the Board upon adoption.
4. That this Resolution take effect immediately.

**I, NIKKI REID**, Town Clerk of the Town of Pompey, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Pompey at a regular meeting of the Board duly called and held on the 14<sup>th</sup> day of November, 2023; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

**I FURTHER CERTIFY** that all members of said Board had due notice of said meeting.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Town of Pompey, this 14th day of November, 2023.

**DATED: November 14, 2023**

**Pompey, New York**

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**Nikki Reid**  
**Town Clerk of the Town of Pompey**  
**Onondaga County, New York**

DEPARTMENT Sheriff

CONTRACT NO. 38105

A M E N D M E N T # 18

The County of Onondaga (County) and Town of Pompey (Town), Town Hall, 8454 Route 20, Manlius, New York 13104, agree that:

County and Town made a contract numbered 38105. ("Contract")

Contract numbered 38105 is hereby amended pursuant to this agreement ("Amendment") such that the term of contract numbered 38105 is extended through December 31, 2023 and that the compensation which Town will pay to County during the extended period shall be \$ 88.79 for each hour of service provided by County as stated in the Enhanced Patrol Rate 2023 Estimate which is attached hereto and incorporated herein and made a part of this agreement as Exhibit "A".

In all other respects, Contract numbered 38105, as amended, is hereby ratified and confirmed except as herein amended.

In witness whereof, County and Town have executed the writing of this Amendment on the dates hereafter written.

County of Onondaga

Dated:

By: \_\_\_\_\_  
J. Ryan McMahon, II, County Executive

Town of Pompey

Dated:

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

Enhanced Patrol Rate	Estimated 2023 Overtime raises	
Deputy	Hourly Rate	Fringe Rates
Max Deputy Regular/Overtime Rate	Overtime Salary \$58.574	
Fica	\$4.481	7.65%
Workers comp	\$1.280	2.19%
Retirement	\$13.824	23.60%
Unemployment	\$0.076	0.13%
Shift differential	\$1.000	
Health		
Dental		
<b>Sub Total</b>	<b>\$79.235</b>	
Vehicle Cost (Includes fuel & maintenance)	\$7.155	
Administrative Cost (includes IOD expense)	\$2.403	
<b>Total</b>	<b>\$88.79</b>	