




Summary of proposed terms for a  
new Host Community Agreement between  
the Town of Seneca Falls and Seneca Meadows, Inc. (SMI)  
contingent on SMI receiving a permit from the DEC.

# Overview

This presentation will provide a summary of the proposed terms of the HCA as follows:

1. What is a MOU/HCA
2. Odor Monitoring and Complaint Management
3. Addressing Off-Site Impacts
4. Addressing Traffic Concerns
5. Residential/Municipal Trash Collection
6. Fire Protection
7. Host Community Benefit Payments
8. Questions and Answers

# What is a MOU?



A Memorandum of Understanding (“MOU”) is a statement by the parties of their intention to enter into a binding agreement at a later date. It is not a legally binding contract, but rather, it signals the willingness of the parties to move forward with the steps necessary to create the opportunity for an agreement in the future.

# What is a Host Community Agreement?

- A Host Community Agreement (HCA) is a negotiated agreement to provide benefits to a community where a solid waste management facility will be constructed or expanded.
- An HCA provides measures to mitigate the negative impacts on the community resulting from a project.
- An HCA also provides compensation to the community to address negative impacts that cannot be eliminated.
- An HCA can more equitably distribute the costs of solid waste management (that are usually borne only by the host community) to the entire service area.
- The Town has had an HCA with SMI since 1990; this new agreement would extend that relationship under new terms.

# Are these proposed terms final?

- No. The Town may not enter into an HCA until the DEC has completed its environmental review.
- SMI has applied to the New York State Department of Environmental Conservation for a modification of its existing Solid Waste Management Facility Permit pursuant to 6 NYCRR parts 360 and 363.
- SMI must complete the permit process, including the necessary environmental review required by the State Environmental Quality Review Act (SEQRA), before the Town may consider issuing local approvals and entering into a final agreement with SMI.
- The proposed draft terms of the HCA that we will discuss today are the result of consultation between representatives of the Town and SMI.
- The Town Board will consider a resolution to enter into a memorandum of understanding with SMI.

# Odor Monitoring and Complaint Management

- This was a major issue in the negotiations.
- SMI will contract with an **independent third-party** to establish, monitor, and maintain a website and an independent complaint hot-line, which will be in operation and accessible 24 hours a day, 7 days a week, for the receipt of citizen complaints regarding facility operations, including, but not limited to, odors, litter, dust, noise, truck traffic, hours of operation, and water quality.
- SMI will create a web-based odor reporting system that provides the same immediate recording and response dispatching as the third-party hot line.
- The Town shall be contemporaneously copied on all complaints sent from the independent third-party contractor to SMI.
- Town will train and staff employees to respond to complaints

# Odor Monitoring and Complaint Management

Resources will be provided by SMI for the Town Engineer to monitor the implementation of remedial measures. Potential remedial actions to complaints available to SMI include:

- i. Reducing the size of the open face.
- ii. Increasing daily and intermediate cover.
- iii. Use of alternative cover systems.
- iv. Increasing the application of odor neutralizers.
- v. Installing additional horizontal and/or vertical gas collection lines.
- vi. Modification to system pressures.
- vii. Altering the hours of operation.
- viii. Other modifications deemed necessary to respond and resolve odor complaints.

# Odor Monitoring and Complaint Management

Responding personnel, including SMI, Town employees and any other retained third-party firms, shall be trained in both the use of the N-Butanol scale as well as H<sub>2</sub>S data collection using a Jerome Meter or other approved H<sub>2</sub>S meter.





# Landfill Gas Emissions



- SMI agrees to implement semi-annual aerial drone sniffer surveys to assess surface emissions on the footprint of the landfill. Aerial drones will be equipped with methane ( $\text{CH}_4$ ) measuring devices capable of detecting methane at a level below the existing DEC standard for surface scans (500 ppm).
- Based upon this collected data, corrective actions will be planned and initiated within 10 days to correct any verified exceedances.
- SMI shall place a minimum of 100 acres of geomembrane caps.
- SMI shall provide four (4) permanent ambient air monitoring stations, each with an associated weather station, continuous  $\text{H}_2\text{S}$  monitoring analyzer, and data collection, around the perimeter of the Landfill, to continuously monitor the concentrations of  $\text{H}_2\text{S}$  at the property boundary.

# Odor Monitoring and Complaint Management

- Town employees will receive complaints at the same time as SMI and may also respond.
- SMI will also provide the Town with a monthly complaint log including the results of investigative activities and the ultimate resolution of each complaint.
- SMI will also provide to the complainant a copy of the complaint log relating to his or her complaint as soon as practicable after SMI completes its investigation.

# Addressing Traffic Concerns

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SMI SHALL ENSURE THAT IT'S COMMERCIAL CUSTOMERS AND VENDORS AVOID TRANSPORTATION ROUTES THROUGH DOWNTOWN SENECA FALLS ON FALL STREET.

# Residential Trash Collection / Municipal Waste

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SMI SHALL PROVIDE THE EQUIPMENT AND LABOR NECESSARY TO COLLECT HOUSEHOLD RESIDENTIAL WASTE FROM INDIVIDUAL RESIDENCES LOCATED WITHIN THE LIMITS OF THE TOWN, INCLUDING THOSE AREAS FORMERLY KNOWN AS THE VILLAGE, **FREE OF CHARGE.**



NO DISPOSAL FEE WILL BE CHARGED TO THE TOWN FOR UP TO FIVE THOUSAND (5,000) TONS PER YEAR INCLUDING SOLID WASTE GENERATED AS A RESULT OF TOWN SPECIAL PROJECTS (E.G., ROAD DITCH CLEANING, VEGETATION MAINTENANCE, STREET SWEEPING, ETC).



VALUE OF THESE BENEFITS IS MORE THAN \$300,000 ANNUALLY BECAUSE IT ELIMINATES THE NEED TO HIRE AN INDEPENDENT HAULER.



# Fire Protection

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- SMI will provide up to \$30,000.00/year for the Bridgeport Fire District (includes Seneca Falls F.D.).
- The Bridgeport Fire District will use these funds to purchase special equipment necessary to be prepared for fire suppression and control at the Facility.

# Host Community Benefit Payments

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A one-time payment of one million dollars (\$1,000,000) upon execution of HCA.

A one-time payment of two million dollars (\$2,000,000) upon receipt of all necessary permits to construct the Valley Infill Expansion.

\$4.00 per ton of all wastes received for disposal (expect approximately \$10,000,000.00 per year paid to Town).

Approximately \$250,000.00 paid to Town for engineering and wastewater treatment services annually

Approximately \$173,625,000.00 in payments to the Town over the 15 year operating life of project.

# Per-Ton Payments

- \$4.00 per ton of all wastes received for disposal (expect approximately \$10,000,000.00 per year paid to Town).
- Annual payments are 4.5 times higher than the current agreement

# One-Time Payments

- A one-time payment of one million dollars (\$1,000,000) upon execution of HCA.
- A one-time payment of two million dollars (\$2,000,000) upon receipt of all necessary permits to construct the Valley Infill Expansion from the DEC.



# Annual Payments

- Approximately \$250,000.00 paid to Town for engineering services annually

# Value of Total Payments

- Approximately \$173,625,000.00 in payments to the Town over the 15 year operating life of project.

# Potential Uses of Funds and hypothetical estimated costs?



# Questions

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